



# Mayor & City Council

## Regular Session Meeting

City of College Park  
3667 Main Street  
College Park, GA 30337

<http://www.collegeparkga.com>  
404-669-3756 (Main)

Experience College Park  
Georgia's Global City

~ Agenda ~

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<b>Monday, January 4, 2021</b>	<b>7:30 PM</b>	<b>Council Chambers</b>
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1. Opening Ceremonies

**A. Pledge Of Allegiance**

**B. Invocation**

2. Additions, Deletions, Amendments, or Changes to the Agenda

3. Presentation of Minutes of City Council

A. Approval of Regular Session Minutes dated December 7, 2020.

**ACTION:**

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B. Approval of Workshop Session Minutes dated December 7, 2020.

**ACTION:**

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4. Proclamations, Resolutions, Plaques, and Announcements

A. Presentation of a proclamation recognizing the heroic actions and selfless courage of City of College Park Department of Works employees Elvis Brumfield and Darius Denson in providing aid to a resident of Ward IV. See attached City of College Park Proclamation.

B. Recognition of "Information Technology Week" January 27-29, 2021 in the City of College Park. See memorandum dated December 30, 2020 from Chief Information Officer Michael Hicks regarding activities planned.

**ACTION:**

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5. Remarks of Citizens

6. Annual Appointments

A. Mayor Pro-Tem for 2021. Councilman Ambrose Clay (Ward 1) served as Mayor Pro-Tem in 2020.

**ACTION:**

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- B. Appointment of Mayor Pro-Tem for 2021 to serve as the Member for Post 6 on the College Park Business & Industrial Development Authority. Councilman Ambrose Clay (Ward 1) served in this position in 2020.

**ACTION:**

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- C. City Legal Organ. The South Fulton Neighbor was the City Legal Organ in 2020 and the Clayton News Daily served as an alternate.

**ACTION:**

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- D. Official Bank Depository. SunTrust Bank was approved as the Official Bank Depository for calendar year 2020. See memorandum dated December 31, 2020 from Director of Finance and Accounting Althea Philord-Bradley and attached background information.

**ACTION:**

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- E. Appointment of three City Council Members to the Pension Board. Mayor Bianca Motley Broom, Councilman Derrick Taylor (Ward 2) and Councilman Ken Allen (Ward 3) served in 2020.

**ACTION:**

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- F. Appointment to the Clayton County Municipal Association's (CCMA) Board of Directors. Councilman Ken Allen (Ward 3) served in 2020.

**ACTION:**

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- G. Appointment to the South Fulton Municipal Association. Mayor Bianca Motley Broom served in 2020.

**ACTION:**

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**7. Other Business**

- A. Update on the Advanced Metering Infrastructure (AMI), billing interface, and other related software. See memorandum dated December 30, 2020 from Director of Power Hugh Richardson. Also, see attached PowerPoint presentation.
- B. Discussion and update on recently adopted ordinances and resolutions. See memorandum dated December 30, 2020 from City Clerk Shavala Moore. Also, see attached supporting documentation.
- C. Discussion and update on top ten delinquent property tax payers. See memorandum dated December 30, 2020 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached background information. **NO ACTION REQUIRED.**
- D. Discussion and update on top ten delinquent utility customer accounts. See memorandum dated December 30, 2020 from the Director of Finance & Accounting Althea Philord-Bradley. Also, see attached background information. **NO ACTION REQUIRED.**

**8. Public Hearings**

- A. Public Hearing to provide an opportunity for public comment on the City of College Park 2021 Comprehensive Plan update. See memorandum dated December 30, 2020 from City Planner Michelle Alexander.

**ACTION:**

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**9. Bids, Change Order Requests and Contracts**

- A. Consideration of and action on a request for approval to renew Amadeus HRM subscription, the licensure provider that enables GICC Sales and Operations Department users to access the Delphi meeting software. Amadeus also provides storage for the data. See memorandum dated December 31, 2020 from Interim City Manager Mercedes Miller recommending approval in the amount of \$54,322.33. Also, see attached supporting documentation. This is a budgeted item.

**ACTION:**

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- B. Consideration of and action on a request for approval of program management services for Phase I of the Six West Development. See memorandum dated December 31, 2020 from Executive Director of the College Park Business and Industrial Development Authority Artie Jones, III requesting approval of BDR's proposal in an amount not-to-exceed \$35,000. Funds are available in the Tax Allocation District Fund Balance Account. Also, see attached supporting documentation.

**ACTION:**

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- C. Consideration of and action on a request for authorization to issue credits to commercial accounts that have cooling towers. See memorandum dated December 30, 2020 from Power Director Hugh Richardson indicating that the total credits amount to \$79,906.60. Also, see attached list of commercial customers due to receive a credit.

**ACTION:**

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- D. Consideration of and action on a request for approval of an engineering firm to manage the construction phase of the Global Gateway Connector Bridge and the multi-use trail. See memorandum dated December 23, 2020 from Special Projects Administrator Jackson Myers recommending Prime Engineering in an amount of \$595,140.00. Also, see attached supporting documentation.

**ACTION:**

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- E. Consideration of and action to designate City Streets for resurfacing under the Georgia Department of Transportation's (GDOT) 2021 Local Maintenance & Improvement Grant (LMIG) resurfacing program. See memorandum dated December 30, 2020 from Director of Public Works Mike Mason requesting approval of the proposed streets. Also, see attached street identification list and map.

**ACTION:**

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- F. Consideration of and action on a request for approval of the emergency repair/rebuild of pump #3 at the Southeast Lift Station. See memorandum dated December 30, 2020 from Director of Public Works Mike Mason recommending Goforth Williams, Inc. in the amount of \$24,100.00. Also, see attached supporting documentation. This is a budgeted item.

**ACTION:**

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- G. Consideration of and action on a request for approval to purchase two replacement sanitation front loader refuse trucks. Both vehicles are used in the Sanitation Division's commercial solid waste and recycling collection services. See memorandum dated December 31, 2020 from Director of Public Works Mike Mason recommending approval of the five year lease purchase from Carolina Environmental Systems, Inc., under



Sourcewell contract for Heil and Mack. The annual lease payment amount for both trucks total \$107,151.64. Total cost at the end of the 5 year lease will be \$535,758.20.

**ACTION:**

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H. Consideration of and action on a request for approval of the second quarter payment for animal service fees to Fulton County based on an Intergovernmental Agreement (IGA) with Fulton County Animal Services for the intake and medical treatment of animals collected by the City's Animal Control Officer. See memorandum dated December 30, 2020 from Director of Public Works Mike Mason recommending payment in the amount of \$11,341.88. Also, see attached supporting documentation. This is a budgeted item.

**ACTION:**

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10. Unfinished (Old) Business

A. Consideration of and action on a request for approval of a one-year landscape maintenance services agreement for the Georgia International Convention Center, The Arena, Main Street and detention ponds. See memorandum dated December 31, 2020 from Interim City Manager Mercedes Miller recommending Russell Landscape as the lowest bid in the amount of \$201,600. Also, see attached cost analysis prepared by the Department of Public Works. In comparison, Russell Landscape is the less expensive option. This is a budgeted item.

**ACTION:**

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B. Consideration of appointments to the Comprehensive Plan Steering Committee for the update of the City of College Park Comprehensive Plan by the Atlanta Regional Commission (ARC). See memorandum dated December 30, 2020 from City Planner Michelle Alexander.

**ACTION:**

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11. New Business

A. Consideration of and action on a request to set and publish qualifying fees for the 2021 General Election to be held November 2, 2021 for City Council Wards 2 & 4 council seats. See memorandum dated December 31, 2020 from City Clerk Shavala Moore and attached qualifying fees.

**ACTION:**

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- B. Consideration of and action on a request authorizing the Mayor to execute a resolution with the Clayton County Board of Commissioners that amends the composition of the Clayton County Land Bank Authority Board. It is also requested that the City Council make a formal appointment of a representative to the Clayton County Land Bank Authority Board. See memorandum dated December 31, 2020 from Economic Development Director Artie Jones, III and City of College Park Resolution No. 2021-01.

**ACTION:**

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- C. Formal declaration of surplus vehicles. See memorandum dated December 30, 2020 from Purchasing & Fleet Administrator Willis Moody. Also, see attached Surplus Vehicle/Property Ending Reports.

**ACTION:**

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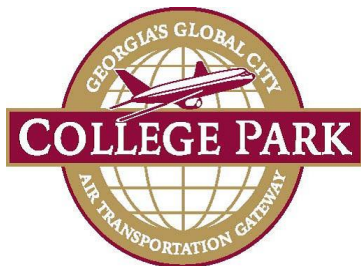
- D. Consideration of and action on a request for approval to amend resolution governing rules of order and procedures for Citizen Remarks during City Council meetings. See memorandum dated December 31, 2020 from City Clerk Shavala Moore. Also, see proposed City of College Park Resolution No. 2021-02 and additional background information.

**ACTION:**

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- 12. City Attorney's Report
- 13. City Manager's Report
- 14. Report of Mayor and Council
- 15. Executive Session
- 16. Approval of Executive Session Minutes
- 17. Adjournment



# CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

## REG SESSION AGENDA REQUEST

DOC ID: 8532

**DATE:** December 31, 2020

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Acting City Manager

**FROM:** Shavala Moore, City Clerk

**RE:** Regular Session Minutes dated December 7, 2020

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See attached Regular Session Minutes dated December 7, 2020.

Thank you.

### ATTACHMENTS:

- RS120720 (DOCX)

### Review:

- Shavala Moore Completed 12/31/2020 8:16 AM
- Rosylene Robinson Completed 12/31/2020 8:48 AM
- Mercedes Miller Completed 12/31/2020 10:05 AM
- Mayor & City Council Pending 01/04/2021 7:30 PM

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CITY OF COLLEGE PARK  
MAYOR AND CITY COUNCIL  
REGULAR SESSION  
DECEMBER 7, 2020

**MINUTES**

Present: Mayor Bianca Motley Broom; Councilmen Ambrose Clay, Derrick Taylor, Ken Allen, and Roderick Gay; City Manager Terrence Moore; City Clerk Shavala Moore; City Attorney Winston Denmark.

Absent: None.

1. Opening Ceremonies.

A. Pledge of allegiance to the flag.

B. Invocation by Chaplain Walker.

2. Additions, Deletions, Amendments, Or Changes To The Agenda. None.

3. Presentation Of Minutes Of City Council.

A. Regular Session held November 16, 2020.

**ACTION:** Councilman Clay moved to approve Regular Session Minutes dated November 16, 2020, as presented, seconded by Councilman Allen and motion carried. (All Voted Yes).

B. Workshop Session held November 16, 2020.

**ACTION:** Councilman Clay moved to approve Workshop Session Minutes dated November 16, 2020, as presented, seconded by Councilman Taylor and motion carried. (All Voted Yes).

4. Proclamations, Resolutions, Plaques, And Announcements.

A. Expression of appreciation to the Mayor & City Council for their support of the Conley Recreation Center Summer Dance Program by Tia Singleton Taylor of the Main Attraction Dance Studios & Dancing Towards Sisterhood program.

Ms. Tia Singleton Taylor thanked the members of Council for their continued support for our summer program Dancing Sisters. We look forward to working with the new theme which is being held by Ms. Michelle Johnson. Thank you for your undying support, and a special thank you to Councilmen Gay, Taylor, and City Manager for allowing us to move forward with the summer program. I also want to thank members of East Point and the College Park

47 Chapter for Delta for all the ladies that attend the program.  
48

49 5. Remarks Of Citizens.  
50

- 51 a. City Clerk Shavala Moore read into the record comments from Yolanda Underwood. I  
52 want to share my experience with the energy assistance program. I am a resident of the  
53 College Park community since 2012. I completed the documental process in September  
54 2020. I received the first call after about 3 weeks of my submission to be informed that I  
55 needed to provide proof that 2 members in my household had no income. The  
56 representative was not equip to let me know what documents was acceptable as proof of  
57 non-employment. The rep stated that she did not know what was acceptable and that she  
58 was going to ask her leaders and she was going to call me back. That call never happened.  
59 I called to check the status after continuously receiving disconnect notices, which was an  
60 additional month delay. I provided the proof of family not being employed and patiently  
61 waited hoping that all that was needed had been provided.  
62

63 Well, after receiving the most recent interruption notice, I called back and I spoke to Anita  
64 and she informed me that I have incomplete documents and a missing certification form.  
65 She told me that they could not move forward until those documents were received. I had  
66 to now work towards providing this information after learning this after having my  
67 application in their possession for over 2 months. I immediately took this information on  
68 a third visit to the office. This lengthy unorganized process would have been resolved if  
69 the process was well planned thoroughly.  
70

71 My services were interrupted today, and I was told there isn't anything one can do until  
72 the credits had been applied to my account. I was informed by Ms. Keel that I need to  
73 pay \$600.00 to be restored. I responded to Ms. Keel to let her know that this was so  
74 unfortunate that College Park was being greedy to have someone waiting for an approval  
75 and get disconnected. Asking that one would have to pay money when money has been  
76 provided to assist the residence of the community. Once an application was received the  
77 account should have been flagged without interruption, until a decision was established.  
78 I'm hoping that correction to the process is more accommodating to the resident of the  
79 community, rather than putting families in darkness with low dropping temperatures at a  
80 most irritating time such as this pandemic.  
81

82 I noticed that once I had let Ms. Keel know that I had no funds to pay anything and that I  
83 was going to expose the media of the negligence of the process, and that I had no power,  
84 I was told that they had expedited the grant process and that they were now going to help  
85 me. It should not have taken all of this for the needed help. Please assess this and get a  
86 functioning process that helps the community, not hurt them. Just as long as this email is,  
87 it was just as long for the process. If I can help in any way, please do not hesitate to reach  
88 out at the cell number listed below. Thank you.  
89

- 90 b. City Clerk Shavala Moore read into the record comments from Mandell Robins (sp). I  
91 represent the management of Diamond National Realty, LLC in College Park, Wards 2  
92 and 4. We own Crystal Gardens and Crystal at Camp Creek. We provide housing for

93 several thousand families of nearly 700 families in College Park. I was pleased that the  
 94 splash pad is being constructed to offer our residents a refuge from the summer singe,  
 95 provide successful recreation opportunities, and create a heat-friendly public space. I'm  
 96 proud that College Park joined the ranks of other cities that offer this for their residents.  
 97

- 98 c. City Clerk Shavala Moore read into the record comments from Marvin Miller. I have  
 99 lived in Ward 4 for 30 years and raised my entire family here. Now I have grandchildren  
 100 who will have the opportunity to enjoy the facility. I also served on the Planning  
 101 Commission with the former Charles E. Phillips. I recently learned from the Ward 4 Town  
 102 Hall Meeting that the splash pad is going to be built at Charles Phillips Park. The residents  
 103 indicated that the Mayor & Council members voted unanimously for the project, and that  
 104 the City has received millions of dollars from the federal government through the Fulton  
 105 County Development Block Grant. This is the most substantial project that Ward 4 has  
 106 ever had. The parks are being used from various users and will continue to do so. I  
 107 understand Councilman Gay took light of an isolated splash pad health concern. This city  
 108 has a shortage of staff, and the problem was corrected. We support the splash pad.  
 109
- 110 d. City Clerk Shavala Moore read into the record comments from Bo Causey, 1915 Rugby  
 111 Avenue. I would like to give thanks and praise for our mail carrier Phyliss who has served  
 112 our community. Phyliss is retiring December 24, 2020. She is not only a dedicated  
 113 employee, but an even more beautiful person inside and out, always has a smile on her  
 114 face when she greets you and goes the extra mile in customer service. The world would  
 115 be a much better place, if there were more Phyliss' in it.  
 116
- 117 e. City Clerk Shavala Moore read into the record comments from Jackie Jenkins, Sr. We  
 118 have been living in College Park for over 30 years. I want to respond to the email  
 119 shared by an anonymous person regarding the splash pad. Our family appreciates the  
 120 health and safety of our community. The You Tube link that was shared is from a  
 121 Hudson news report 2 years ago. Their parks and recs have 24 pools and 38 splash  
 122 pads with a staff of 4 people. Compared to College Park, we have 2 pools and 1 splash  
 123 pad, and we contract out the maintenance. The contractor does an amazing job, and I'm  
 124 confident they will provide the same to our splash pad under the remarkable leadership  
 125 of Michelle Johnson.  
 126

127 Mr. Jenkins said here are approximately 20 splash pads in Atlanta parks and rec  
 128 programs. Fulton County Health Department permits these water features for the safety  
 129 of our community. Our pools and splash pad will be inspected by the Willie T.  
 130 Freeman Health Center. The CDC and the Fulton County Health Department for record  
 131 has never closed any splash pads in Atlanta. The more notable fountain is Centennial  
 132 Park with no health issues reported of the popular water feature.  
 133

134 Our new splash pad is the state-of-the-art and will be designed by a civil engineer that  
 135 will implement the latest safety features. There are many benefits to investing in a  
 136 community splash pad. One of the long-term benefits is the revenue that residents and  
 137 non-residents bring into the community, along with the added appeal of living in that  
 138 area. Adding to the inclusive play and opportunities for children is another important

139 benefit. People are looking for inclusive areas that are built with children in mind can  
 140 appreciate the desire intended for their kids' physical and mental needs. Inclusive water  
 141 play may be one of the areas that bears to all ages and abilities. (Named 5 splash pads).  
 142 We are excited the splash pad is coming.  
 143

144 f. Audrey Wilson, 3548 Atlanta Street B, via virtual, said I am calling to comment on  
 145 conversations that I had with several of my neighbors regarding treatment by the police  
 146 when they had called them. Their treatment was what I entertain as being less than  
 147 professional. I believe this speaks to 2 things within our Police Department; lack of  
 148 supervisor or micromanaging; as well as a low morale level amongst the officers. I looked  
 149 at the FBI Crime Report that says from the data that they have received from the country,  
 150 increasing the size of the police departments only increased the violent crimes in those  
 151 communities. What was found to help communities was when a cross-sector of the  
 152 neighbors come together with the police department, business and industry, non-profit  
 153 organizations, and city officials to make the commitment to the community of a shared  
 154 cohesive trust and a commitment to change and transform the community. We are in this  
 155 together, and we are all going to have to be in it together to find the solutions. We are  
 156 humans. We are neighbors. We are College Park. Thank you and goodnight.  
 157

158 g. Stanley Muhammad discussed Matthew 25:41-46. Our city just talked about a lady's  
 159 lights being cutoff. People are being furloughed from their jobs. People are struggling to  
 160 find a decent meal for their children. You increasing the electric bill for your contingency  
 161 during a time like this; that was one of the worse things you can do because you are not  
 162 focusing on the poor. I think we should revisit that decision. And I think we need to look  
 163 at how College Park is being structured.  
 164

165 Mr. Muhammad said Mayor Broom, Councilmen Clay and Allen, and Chief Williford are  
 166 all living in the historical and affluent area of College Park. It appears that most of the  
 167 decisions are actually geared towards that particular ward. Chief Williford's contract just  
 168 expired. He is not a chief that is really looking out for the best interest of the black  
 169 community of Ward 1, in terms of those who are struggling in Wards 2 and 4. We as  
 170 citizens got together before the contract was renewed and said we want another Chief of  
 171 Police. But against the will of the people, the contract was renewed. Chief Williford is  
 172 not a Chief of Police that is looking out for the interest of our people. We had bad  
 173 experiences shared with us about Chief Williford. It's not an attack on him, but we don't  
 174 want to recreate another Breonna Taylor or George Floyd here in College Park. We are  
 175 85 percent black, but we have a white Chief of Police. It does not reflect the  
 176 demographics.  
 177

178 Mayor Motley Broom said for people who did not get comments in by 7:00, you have  
 179 the opportunity to speak for 1 minute. If you have already spoken, you do not have the  
 180 option of speaking again.  
 181

182 There were no further comments.  
 183

184 6. Other Business.

185  
186 A. Update on the Advanced Metering Infrastructure (AMI), billing interface, and other  
187 related software.

188  
189 Director of Power Hugh Richardson gave an update on the AMI System.

190  
191 Director of Power Hugh Richardson discussed resets and 21 customer water leaks. KWH is  
192 down. Our problem is commercial accounts. That is it.

193  
194 Mayor Motley Broom asked, any questions for Power?

195  
196 There were no questions made.

197  
198 B. Discussion and update on recently adopted ordinances and resolutions.

199  
200 There was no discussion on this item.

201  
202 7. Public Hearings.

203  
204 A. Public Hearing to consider a zoning modification presented by the Folia Group to the  
205 Hawthorne Station PD - Planned Development located at 0 Karen Road to remove the  
206 zoning conditions for lot width and lot coverage requirements due to a change of builder  
207 to Rocklyn Homes. Wards 2 & 4.

208  
209 City Planner Michelle Alexander said the request before you is a modification to 2  
210 conditions for the way the houses are organized on the site. The housing product is similar  
211 to a single-family detached residential house. However, the difference is the ownership  
212 coincides. The envelope of the house coincides with the lot. It is similar to thinking about a  
213 townhome that is detached. The common areas are under a common ownership. The  
214 request is to remove the condition that establishes what the minimum lot width should be.  
215 The layout doesn't really change. If you want to require that the yard remain the same  
216 dimension, then we proposed some language in our staffing report. That is different from  
217 what the applicant proposed. We recommend approval with so many of the conditions  
218 remaining the same. The applicant is here to make a presentation.

219  
220 Mr. Rob Beecham said Rocklyn Homes has the project under contract. With the changes  
221 that we need to be made that we are requesting tonight, they will move forward and begin  
222 construction. I sent over a quick power point, if that is available.

223  
224 City Clerk Shavala Moore said I don't have it, but if you do an invite Mr. Beecham, you can  
225 share your screen.

226  
227 Mr. Beecham said okay.

228  
229 Councilman Clay said we have the pictures of the homes in our packet.



230 Mr. Beecham said the homes are platted very similar to a townhouse product. The beneficial  
231 thing to the community at large, as well as the Hawthorne Station, is that it guarantees that all  
232 the yards and even the exterior on every home is maintained by the Homeowners Association.  
233 The request before you is to remove the lot width condition, which before in a traditional  
234 layout made sense. But the way Rocklyn Homes does homes, they understand that we have  
235 300 maximum units, and we agreed to keep 12 feet between the homes. By grouping the  
236 homes, it increases the green space in the project.

237  
238 Mr. Beecham said the first slide was the LBP that was approved 2 years ago, and it is an active  
239 LBP. The next slide proposed Rocklyn Homes at \$250,000.00 price points. Those are the  
240 major changes. I would ask you to not add any additional verbiage because I think it will be  
241 complicating to the development of the project. Any questions?

242  
243 Councilman Allen said you said you could either buy the land, or you could not buy the  
244 land; is that correct?

245  
246 Mr. Beecham said if you want to buy a house you are purchasing the land, but it is only  
247 underneath the footprint of the house.

248  
249 Councilman Allen asked, so I could not buy that if I wanted to?

250  
251 Mr. Beecham said you can buy the footprints. There is a virtual lot line. But when you  
252 fence the back yard, you have gates on both sides to allow for the maintenance of the  
253 properties. The purpose is not to exclude use of the property from the homeowner, but to  
254 make sure that the property stays maintained and the project stays beautiful. Today's buyers  
255 don't want big yards. They want a low-maintenance lifestyle.

256  
257 Councilman Allen said if you have 300 homes there, and 20 years down the road the HOA is  
258 in charge of the roofing and siding, and if you have a lot of roofing repairs, the HOA is  
259 going to have to come up with \$1 million.

260  
261 Mr. Beecham said I have talked to Rocklyn Homes about that. You start developing reserve  
262 funds as part of your dues. The budget manages all the future costs.

263  
264 Councilman Allen said you said the HOA is going to take over about 75 percent of the  
265 buildout or houses sold.

266  
267 Mr. Beecham said it is usually after the houses are sold.

268  
269 Councilman Clay asked, what happens if the HOA or the building stagnates, and you don't  
270 reach the point where the HOA turns control over to the residents? What happens to the  
271 maintenance of the outside of the house in that situation?

272  
273 Mr. Beecham said it will be developed in phases, so you are not going to see 300 developed  
274 lots and 10 houses. Rocklyn Homes is extremely well financed. The Cascades project is  
275 very similar to this one.

276 Councilman Clay said because the economy is so uncertain and with COVID, what if the  
277 builder simply files Chapter 11 for whatever reason, and yes, you have only built 1/5 of the  
278 subdivision, but 1/5 needs to be maintained, and you haven't come anywhere close to 75  
279 percent?

280  
281 Mr. Beecham said there is a representative from Rocklyn Homes that can speak to that. If  
282 they sell 250 lots and then stop, the budget to maintain those 50, each one is creating a  
283 budget reserve. The only issue you will run into is for some reason the roof doesn't last as  
284 long as the manufacturer said it was going to last. Otherwise, the cost should not exceed the  
285 intake of revenue because 12 feet it is budgeted to manage itself one for one.

286  
287 Councilman Clay asked, is that escrow? And is it maintained by the builder's HOA? Is that  
288 escrow untappable?

289  
290 Mr. Beecham said the HOA is a separate LLC. It operates as a separate entity.

291  
292 Mayor Motley Broom directed City Clerk to let everyone know that this is a public hearing  
293 and how to join in.

294  
295 City Clerk Shavala Moore said go to [collegetparkga.com](http://collegetparkga.com), scroll over to council meetings,  
296 and it is right there on that page.

297  
298 Councilman Clay said that answered my question. If we can put language in to ensure that,  
299 or the law already ensures that, that is fine.

300  
301 Mr. Beecham said I saw Winston on the line, but I am pretty sure it is part of the  
302 establishment of that LLC.

303  
304 Mayor Motley Broom asked, any other questions?

305  
306 Councilman Clay said no, I'm good. Thank you.

307  
308 Councilman Gay said the one thing we are changing is the lot taken into consideration the  
309 envelope of the house, correct?

310  
311 Mr. Beecham said yes.

312  
313 Councilman Gay said the maintenance of the homes now, because it is owned by the HOA,  
314 is not the responsibility of the homeowners. The upkeep of the lots is consistent with one  
315 company, right?

316  
317 Mr. Beecham said they will hire one big company at some point.

318  
319 Councilman Allen said you said you no longer wanted the minimum size lot. What is your  
320 minimum size of your lot going to be?

321

322 Mr. Beecham said the minimum width of the lot is the house. The house is 27 to 33 feet  
323 wide.

324  
325 Councilman Allen said if it is the side of the lot, you could have one 12 feet away and  
326 the other one that is very narrow of 25 feet, and then your next one is 12 feet over. It would  
327 look like apartments.

328  
329 Mr. Beecham said the house they proposed is 30-foot wide. There are 10 or 15 different  
330 elevations and configurations. The only thing you may see is, if the prices increase some,  
331 and in 2 years from now the market is \$300,000.00 to \$325,000.00. They may go to a 32-  
332 foot wide house.

333  
334 Councilman Clay said if you have a 30-foot wide house, then you have a 42-foot wide  
335 imaginary lot. So, I would presume that means then, that if I bought a house there, and I  
336 wanted to add, say, a bay window on it, that would change the footprint of the house, maybe  
337 not the footprint but the house. Can I make changes to the outside of the house?

338  
339 Mr. Beecham said I don't know the answer to that. You are not going to come out the front,  
340 but you can go out the back.

341  
342 Councilman Clay said so you could internally add on to the footprint of the house towards  
343 the rear. Wouldn't that increase the cost of the maintenance of the house?

344  
345 Mr. Beecham said that's a good question. They may have to adjust your HOA fee up.

346  
347 Mayor Motley Broom asked, does anyone else on Council have any questions?

348  
349 There were no comments from Council.

350  
351 Mayor Motley Broom declared the public hearing open.

352  
353 Mayor Motley Broom asked if there was anyone from the public that would like to speak for  
354 or against the zoning modification at 0 Karen Road.

355  
356 Ms. Rechelle Mason, 4038 Jessie A. Dent, Jr. Road, College Park, Ga., said I noticed you  
357 had verbiage where you changed where it comes to the streets. I want to make sure that  
358 that means no strange changing to the through-way right behind me. That will continue to  
359 stay closed, am I right?

360  
361 Mr. Beecham said the roads have not changed. And none of the homes are closer to any  
362 property lines than they were in the past.

363  
364 Ms. Mason said they wanted to open up Karen Road at one point which ran right by my  
365 house.

366  
367 Mr. Beecham said that's off the table.

368 Ms. Mason said you keep mentioning townhomes. How many townhomes versus single-  
369 family homes are going to be in this development?  
370

371 Mr. Beecham said I used townhomes only as a reference to how the lots are platted.  
372 Rocklyn Homes feels that the single-family homes are more attractive than townhomes.  
373

374 Ms. Mason said thank you.  
375

376 Mrs. Jessie Dent, 4021 Jessie A. Dent, Jr. Road, College Park, Ga., said I would like to  
377 know where 0 Karen Road is.  
378

379 Mr. Beecham said I don't know. I guess it was that easement on Karen Road at some point,  
380 but we have abandoned that. There is still not an assigned street address.  
381

382 Mrs. Dent said I am trying to get a picture of this. I turn right on Karen Road. There is an  
383 open lot to the left, and the other is a house. So, where is 0 Karen Road?  
384

385 Mr. Beecham said I'm not sure.  
386

387 Mrs. Dent asked, is there traffic coming down 0 Karen Road?  
388

389 Mr. Beecham said no.  
390

391 Mrs. Dent said thank you.  
392

393 Ms. Mason said 0 Karen Road is considered the street that is right behind my driveway.  
394 When you come to the stop sign, if you keep going, that is 0 Karen Road. That is not my  
395 property. That is the City's property.  
396

397 Ms. Kathleen McQueen said I am concerned about the lot size itself. I thought I heard 12  
398 feet. That is relatively close from one home to the next. My concern is your resale value of  
399 the home. A lot of individuals when they purchase, they like some privacy, and that kind of  
400 a home you will almost look through your neighbor's window.  
401

402 Mr. Beecham said the trend in lot sizes over the past 7 or 8 years have continued to become  
403 smaller and smaller. People don't want a big yard, and they don't want maintenance. Most  
404 communities have a 10-foot minimum separation, and that is across all price points. Lot size  
405 doesn't determine value any longer.  
406

407 Ms. Mason said I love Ward 4 because they have large property lots. Now you are making  
408 an adjustment for what Ward 4 is known for. And, how do you fit into the aesthetics of the  
409 existing community? Do you have an existing footprint of what that lot size would look like  
410 on the south west side?  
411

412 Mr. Beecham said Rocklyn Homes does have another place called Cascades which is very  
413 close by, but those community lots are 37 to 40-foot wide with a 10-foot separation. The

414 building is driven by what the market is demanding right now. The secondary reason is  
415 cost.

416  
417 Mayor Motley Broom declared the public hearing closed.

418  
419 Councilman Gay said I visited the similar subdivision at Cascades, and they do compensate  
420 with a lot of additional green space. I was impressed. I am very excited.

421  
422 **ACTION:** Councilman Gay moved to approve a request from City Planner Michelle Alexander  
423 on the zoning modification presented by the Folia Group to the Hawthorne Station  
424 PD - Planned Development located at 0 Karen Road to remove the zoning conditions  
425 for lot width and lot coverage requirements due to a change of builder to Rocklyn  
426 Homes, seconded by Councilman Clay and motion carried. (All Voted Yes).

427  
428 8. Bids, Change Order Requests And Contracts.

429  
430 A. Consideration of and action on a request for approval of the replacement of the 7.5 ton Air  
431 Handling Unit (AHU-6) at the Federal Aviation Administration (FAA) Regional  
432 Headquarters. Ward 3.

433  
434 City Manager Terrence Moore said we have Ron Wilkerson to answer any questions you  
435 may have regarding the consideration.

436  
437 Mr. Wilkerson is not present.

438  
439 Councilman Allen asked, is this a budgeted item?

440  
441 City Manager Terrence Moore said yes, sir.

442  
443 **ACTION:** Councilman Clay moved to approve a request from City Manager Terrence R.  
444 Moore on the replacement of the 7.5 ton Air Handling Unit (AHU-6) at the Federal  
445 Aviation Administration (FAA) Regional Headquarters, seconded by Councilman  
446 Allen and motion carried. (All Voted Yes).

447  
448 B. Consideration of and action on a request for approval of a solar initiative power purchase  
449 contract between the City of College Park and the Municipal Electric Authority of  
450 Georgia (MEAG Power) to purchase 2 MW of solar power for 20 years.

451  
452 Director of Power Hugh Richardson explained the request. I recommend looking at 2  
453 megawatts, a conservative number. It will be replacing our excess power purchasing, or any  
454 other resources that we have. The price they are quoting is very good to be fixed for 20 years.  
455 We will only pay for it as it operates.

456  
457 Mayor Motley Broom said it seems like if we were in the situation where another community  
458 defaulted, that that could be passed on to us; is that correct?

459

460 Director of Power Hugh Richardson said that's true. We would usually pick up a pro rata  
461 portion of their capacity, which to me is fine. If several defaulted, it would not be 25/25/25.

462  
463 Councilman Clay said it's not cumulative.

464  
465 Mayor Motley Broom said that is good to hear. We are phasing out coal and bringing in  
466 solar into our portfolio.

467  
468 Director of Power Hugh Richardson said that's true.

469  
470 Councilman Allen asked, we are not getting this until 2023, right?

471  
472 Director of Power Hugh Richardson said right.

473  
474 Councilman Clay asked, what is the conversion efficiency of the solar photovoltaic cells? The  
475 reason I asked the question is if it is low, that in the future if there is some kind of a  
476 breakthrough and that technology improves, and someone comes up with a cheaper solar  
477 unit, they could sell the power to us even cheaper than that. On the other hand, your  
478 answers to the other questions say that, well, even if it is lower, we will still be in a good  
479 place to sell our power on the grid.

480  
481 Director of Power Hugh Richardson said but the key to that is the price.

482  
483 **ACTION:** Councilman Clay moved to approve a request from Power Director Hugh Richardson  
484 on a solar initiative power purchase contract between the City of College Park and  
485 the Municipal Electric Authority of Georgia (MEAG Power) to purchase 2 MW of  
486 solar power for 20 years, seconded by Councilman Allen and motion carried. (All  
487 Voted Yes).

488  
489 C. Consideration of and action on a request to adopt a resolution approving a Tax Allocation  
490 District (TAD) Project within the Six West Development recommended by the Tax  
491 Allocation District Advisory Council.

492  
493 Director of Economic Development Artie Jones explained the request. Staff requests that the  
494 City Council adopt a resolution to approve the projects recommended by the Tax Allocation  
495 District Advisory Committee, and that these funds will be used to fund infrastructure  
496 improvements such as roads, detention ponds, and the acquisition of 2 properties to Fulton  
497 County Board of Education Properties. I'm here to address any questions that you may have  
498 at this time.

499  
500 Councilman Clay said I sent you a list of several questions, Artie. If Council approves this  
501 tonight, has it been approved, then, at least for the county, not the school system, but for the  
502 county portion of the TAD? Are we the last approval required to take advantage of the  
503 county portion of the TAD?

504  
505 Director of Economic Development Artie Jones said yes, sir.

506 Councilman Clay asked, is that Ms. Roach?

507

508 Director of Economic Development Artie Jones said yes, Ms. Roach and Councilman  
509 Wyatt.

510

511 Councilman Clay asked, if the school board approves it, will we get an additional  
512 allocation?

513

514 Director of Economic Development Artie Jones said yes, sir.

515

516 Councilman Clay said there are some errors in the form that are included in the list of  
517 questions. And I don't know whether that makes a difference or not. You might want to  
518 check that out. Outside of that, seems like a no brainer to me.

519

520 Mayor Motley Broom asked, any other questions?

521

522 There were no further questions.

523

524 **ACTION:** Councilman Clay moved to approve a request from Economic Development Director  
525 Artie Jones, III to adopt a resolution approving a Tax Allocation District (TAD)  
526 Project within the Six West Development recommended by the Tax Allocation  
527 District Advisory Council, seconded by Councilman Taylor and motion carried. (All  
528 Voted Yes).

529

530 D. Consideration of and action on a request for approval of a one-year landscape  
531 maintenance services agreement for the Georgia International Convention Center, The  
532 Arena, Main Street, and detention ponds.

533

534 Executive Director of the GICC Mercedes Miller said the first time we sent out the RFP,  
535 everybody came out too high, and I asked them to lower their price, and we got their final  
536 price. We are recommending Russell Landscaping.

537

538 Councilman Gay asked, what is the price?

539

540 Executive Director of the GICC Mercedes Miller said the price is \$201,600.00.

541

542 Councilman Gay said I'm a degreed Horticulturist and nationally recognized, among other  
543 things. I would like to make an observation. Public Works currently mows about 4 lots that  
544 we don't own. We used to mow Main Street, and we took that away. As far as the GICC  
545 goes, the only real lawn is the median and the parking lots. It is my professional opinion  
546 that Public Works could maintain the exact same areas. That would be a tremendous  
547 savings to the City. Jason does an amazing job, as far as seasonal. As far as the retention  
548 ponds go, they only have to be done quarterly.

549

550 Executive Director of the GICC Mercedes Miller said I haven't always done the landscaping  
551 for Main Street or the retention ponds. The retention pond was not being cut as often  
552 because Public Works did not have the staff for it.  
553

554 Councilman Gay said I propose that we should always turn the retention ponds into a  
555 floating fountain, but that is another discussion. To this day, I don't understand why you  
556 have a fence in front of \$1 million building. The point is: Jason can easily maintain the  
557 retention ponds with the right equipment. I don't see how we can offer \$200,000.00 to the  
558 contractor when we can do it ourselves.  
559

560 Executive Director of the GICC Mercedes Miller said we don't have the labor.  
561

562 Councilman Gay said he could hire the labor.  
563

564 Director of Public Works Mike Mason said I don't have the manpower to do that. It is a lot  
565 of manual labor.  
566

567 Councilman Gay said if you take out the retention ponds, there are people all day long that  
568 can cut our retention ponds for \$20,000.00 a year. These are not big areas, sir. We have to  
569 learn to save cost. By thinking through these contracts and getting an objective view, we  
570 can make the hard decisions.  
571

572 Director of Public Works Mike Mason said there is no way we can maintain detention  
573 ponds. It is a very small portion of the mowing that we get done. It seems to work out  
574 better by having the landscaping company do that mowing. I don't have the manpower  
575 under all the other responsibilities that have been put on Buildings & Grounds over the  
576 years.  
577

578 Councilman Gay said you have more money to bring in more staff. With \$200,000.00 you  
579 can add 3 or 4 employees to your time. That's all I'm saying.  
580

581 Director of Public Works Mike Mason said yes, sir.  
582

583 Councilman Clay said ironically, I got an email from a citizen. That needs to come off  
584 the agenda. They have a landscaping background, and they just commented and asked me,  
585 well, are we going to have the same company doing it next year? They were commenting  
586 on how good Main Street looked over the past year. The bid recommendation is not the  
587 same company. Nothing against Mike's guys. Personally, I agree with Councilman Gay in  
588 one sense that we have to save money. If Main Street looks seedy because we don't do as  
589 good of a job of mowing or keeping the flowers watered, we have to make cuts somewhere.  
590

591 Councilman Allen asked, how much money would we save? Do we have any idea?  
592

593 Mayor Motley Broom said Main Street is about \$32,000.00.  
594



595 Councilman Clay asked, can we do it for significantly less than \$32,000.00 and maybe not  
596 have it look so good?

597  
598 Director of Economic Development Artie Jones said about 4 years ago when the Main Street  
599 Program took over, it is not simply just cutting the grass. It is edging, the flowers, and  
600 putting pine straw down. They have from 5 to 8 people come out to knock that stuff out on  
601 a regular basis. We are trying to find ways to cut back. When we went back to get the  
602 additional bids, we had them to take out the flowers they put out. I would think that you  
603 would need about 4 people dedicated to Virginia Avenue and Main Street.

604  
605 Councilman Gay said it looks okay. Look at how well Mike Mason's crew cuts the parks.  
606 It's the same guys for the pine straw. Look at how they cut City Hall when they leave. I'm  
607 just trying to save us money.

608  
609 Director of Economic Development Artie Jones said 2 people aren't going to cut it. He will  
610 need 4 to 6 people to take care of the other things that you are talking about. Mike's staff is  
611 very strained in what they can provide for us.

612  
613 Director of Public Works Mike Mason said I would need a whole new crew to take care of  
614 the downtown area.

615  
616 Mayor Motley Broom asked, has there been an analysis done to see what we would expend  
617 forward to maintain the same level of services?

618  
619 Executive Director of the GICC Mercedes Miller said no.

620  
621 Mayor Motley Broom said perhaps that is what we need between this meeting and the next  
622 meeting so we can compare. Is there a pressing need to handle this tonight?

623  
624 Executive Director of the GICC Mercedes Miller said no, we can bring it back.

625  
626 **ACTION:** Councilman Clay moved to defer a request from Executive Director of the GICC  
627 Mercedes Miller on a one-year (1) landscape maintenance services agreement for the  
628 Georgia International Convention Center, The Arena, Main Street and detention  
629 ponds, until the next Regular Session of Mayor & Council to be held on January 4,  
630 2021, seconded by Councilman Allen and motion carried. (All Voted Yes).

631  
632 E. Consideration of and action on a request for approval of bids received for professional  
633 engineering services for Community Development Block Grant (CDBG) funded projects.

634  
635 Councilman Clay asked, how do we do it now?

636  
637 Director of Recreation & Cultural Arts Michelle Johnson said it has been done by this RFP  
638 applicant in the past on several projects.

639  
640 Councilman Clay said so this is an extension of an existing contract?

641 Director of Recreation & Cultural Arts Michelle Johnson said CDBG thinks that we would  
642 have other projects moving forward.

643  
644 Councilman Clay said this is a renewal of a contract then.

645  
646 Director of Recreation & Cultural Arts Michelle Johnson said yes.

647  
648 **ACTION:** Councilman Clay moved to approve a request from Director of Recreation & Cultural  
649 Arts Michelle Johnson on bids received for professional engineering services for  
650 Community Development Block Grant (CDBG) funded projects, seconded by  
651 Councilman Gay and motion carried. (All Voted Yes).

652  
653 F. Consideration of and action on a request for approval of an annual service agreement  
654 between the City of College Park and Motorola Solutions, Inc. for maintenance, support,  
655 or other services for the Police Public Safety radio system.

656  
657 Deputy Police Chief McCrary explained the request.

658  
659 Councilman Clay said I asked her questions in advance. We have a charge in there for  
660 late charges, which means we paid something late. Is it true Deputy Chief that there was  
661 confusion as to who was supposed to pay the bill?

662  
663 Deputy Police Chief McCrary said we didn't know it until November. It was already late.  
664 We had a mix-up on the transition to City Hall to here, but we will contact the company.

665  
666 Councilman Clay asked, is this a monthly bill or an annual bill?

667  
668 Deputy Police Chief McCrary said it is our annual billing.

669  
670 Councilman Allen said the invoice date was June 7, and you just now got it.

671  
672 Deputy Police Chief McCrary said yes, in November.

673  
674 **ACTION:** Councilman Clay moved to approve a request from Chief of Police Ferman Williford  
675 on a request for approval of an annual service agreement between the City of College  
676 Park and Motorola Solutions, Inc. for maintenance, support, or other services for the  
677 Police Public Safety radio system, seconded by Councilman Allen and motion  
678 carried. (All Voted Yes).

679  
680 G. Consideration of and action on a request for approval of the Indemnification & Hold  
681 Harmless Agreement and Right of Way Maintenance Agreement in substantially the  
682 same form as attached between the City of College Park and the Georgia Department of  
683 Transportation for implementation of the Main Street College Parklets Project.

684  
685 City Manager Terrence Moore said this is a necessary agreement to proceed with the College  
686 Park Parklets Project between us and the Georgia Department of Transportation (GDOT).

687 Councilman Clay said I asked my questions, and I got a pretty good answer. My concern  
 688 was liability. And GDOT was saying you guys are liable. The answer I got back from  
 689 Winston's staff is that, yes, but we are going to pass that liability, at least when it comes to  
 690 the parklets themselves, onto the restaurants. The restaurants are going to assume that  
 691 liability of the parklets and that works. I'm good with it.  
 692

693 **ACTION:** Councilman Clay moved to approve a request City Manager Terrence R. Moore on  
 694 the Indemnification & Hold Harmless Agreement and Right of Way Maintenance  
 695 Agreement in substantially the same form as attached between the City of College  
 696 Park and the Georgia Department of Transportation for implementation of the Main  
 697 Street College Parklets Project, seconded by Councilman Taylor and motion carried.  
 698 (All Voted Yes).  
 699

700 9. Unfinished (Old) Business.  
 701

702 A. Consideration of appointments to the Comprehensive Plan Steering Committee for the  
 703 update of the City of College Park Comprehensive Plan by the Atlanta Regional  
 704 Commission (ARC).  
 705

706 City Planner Michelle Alexander explained the item.  
 707

708 Councilman Clay said my appointee will be Eileen Murphy who was on the Planning  
 709 Commission.  
 710

711 Councilman Allen said my appointee will be Gerald Etis (sp).  
 712

713 Councilman Taylor said I will get back with you tomorrow on my appointee.  
 714

715 Councilman Gay said mine will be Selissa Jefferson.  
 716

717 Mayor Motley Broom said I will get back to you as well.  
 718

719 City Planner Michelle Alexander said send me the information, and we will begin the  
 720 process.  
 721

722 Councilman Allen asked, when do you expect to get in touch with these people?  
 723

724 City Planner Michelle Alexander said ideally we would send out notification to them at the  
 725 same time. So, as soon as we have the full committee appointments filled.  
 726

727 Councilman Allen said okay.  
 728

729 Mayor Motley Broom asked, and which elected official?  
 730

731 Councilman Allen said I recommend Ambrose.  
 732

733 Councilman Clay said okay.

734

735 City Planner Michelle Alexander said we need Council's approval for committee members.  
736 Do you want the Mayor to approve them as they come in to finalize the appointments?

737

738 Mayor Motley Broom asked, does that require a vote or a consensus to be achieved?

739

740 City Planner Michelle Alexander said as a legal matter, I defer to Winston.

741

742 City Attorney Winston Denmark said it would require a vote of the Council.

743

744 Mayor Motley Broom asked, can we get the whole slate in January?

745

746 City Planner Michelle Alexander said I don't see any issue with getting in touch with people  
747 that are going to be your nominees and provide them information.

748

749 **ACTION:** Councilman Allen moved to approve to appoint Councilman Ambrose Clay to the  
750 Comprehensive Plan Steering Committee by the Atlanta Regional Commission  
751 (ARC), seconded by Councilman Taylor and motion carried. (All Voted Yes).

752

753 It was the consensus of Mayor and Council to defer the appointments of the elected official's  
754 appointees to the Comprehensive Plan Steering Committee by the Atlanta Regional  
755 Commission (ARC), until the next Regular Session of Mayor and Council to be held on  
756 January 4, 2021.

757

758 10. New Business.

759

760 A. Second Quarter Budget Adjustments Considerations.

761

762 Mayor Motley Broom said 10a and 10b come together.

763

764 Director of Finance & Accounting Althea Philord-Bradley said good evening. I do have Ed  
765 Wall on the line, and he will present.

766

767 Mr. Wall discussed the highlights of the memo in the packet, to include increases in Water  
768 & Sewer and electric rates. Those funds have turned around. They are doing well and what  
769 we want them to do.

770

771 Mr. Wall said we cut the budget for hotel/motel tax revenues, car rental, and anticipated  
772 revenues for the Arena and the GICC. COVID has us in its grip, and we did not cut it  
773 enough. COVID-19 won't let up until May of 2021. Vaccines will have taken effect.  
774 Travel will come back, Conventions and seminars will come back slowly but surely. In  
775 May we will come back to you with a new projection of what we think revenues will be,  
776 given another 3 months underneath our belt. And these recommendations are assuming that  
777 the travel/hospitality industry will start to come back in May of 2021.

778

779 Mr. Wall said the hotel/motel tax revenue will stay suppressed. In 2022 we will start to see  
780 an increase in revenues. We won't produce any measurable revenues until May of 2021.  
781 January through April, we think that the protocols necessary for COVID will continue to  
782 suppress any events we could have at the GICC or the Arena.

783  
784 Mr. Wall said the hotel/motel tax revenue budget is \$8,500,000.00, assuming the collection  
785 rate of \$4,560,000.00; the 8 percent tax. The Hotel Special District Tax is producing a  
786 budget of \$2,435,000.00. We will have a \$4 million shortfall this year in hotel/motel tax  
787 revenues.

788  
789 Mr. Wall said in the Car Rental Tax budget, we assumed \$3,600,000.00. That is the  
790 3,200,000.00 and the \$400,000.00 we get from the City of Atlanta with the 10-year  
791 extension. We think we will get the \$400,000.00, but not the \$3,200,000.00.

792  
793 Mr. Wall discussed the Arena revenues. See Exhibit B.

794  
795 Mr. Wall discussed the GICC. The recommendation is to close the GICC January through  
796 April of 2021. We will come to you in March or April and recommend reopening in May or  
797 recommend keeping it closed in May and June. Mahoney recommends taking certain bond  
798 issues that we have and take principal payments for the next 3 fiscal years and refinance the  
799 15-year return. See Exhibit C.

800  
801 Mr. Wall said Althea crunched the numbers for the General Fund, \$1,626,000.00.  
802 Hotel/Motel tax revenues has \$4 million less. Arena fund is \$1.8 million in the hole. The  
803 GICC is \$5,245,000.00 in the hole. You can save \$2.2 million by refinancing certain debt  
804 issues. The General Fund will be a \$1,626,000.00 in savings. See Exhibit E.

805  
806 Mr. Wall discussed hotel/motel tax collections and reductions. Any questions for the  
807 Arena?

808  
809 Councilman Clay said I don't have any questions. The problem I have is who really knows  
810 what is behind those numbers? I'm just going to have to trust that you made sensible cuts.

811  
812 Executive Director of the GICC Mercedes Miller said we did cut out some staff, some  
813 shared employee funds. We didn't have a lot of capital money in this budget. We did take  
814 out some of the heating and air. And we will be cutting some staff.

815  
816 Councilman Allen asked, will we be getting any money from WNBA and the G-League  
817 from the men?

818  
819 Executive Director of the GICC Mercedes Miller said we are still working with the G-  
820 League. The WNBA is still holding dates. We don't think they will play with fans.  
821 Mr. Wall discussed contractual services and savings.

822  
823 Councilman Clay said the General Fund is the one I am more worried about.

824

825 Mr. Wall discussed the GICC's estimated savings.

826

827 Executive Director of the GICC Mercedes Miller said we will keep some of the staff for  
828 cleaning and maintaining. And when they do play basketball, we will send the GICC staff  
829 over to the Arena to work.

830

831 Councilman Clay said you are sort of mothballing. What I have read up to now, you have  
832 tried to keep key staff in place so you could spin up fairly quickly. Do you have an idea of  
833 what the spin up time would be?

834

835 Executive Director of the GICC Mercedes Miller said I have enough staff that can make it  
836 happen. I would just need more hands on deck to move chairs and equipment.

837

838 Councilman Clay said and presumably, our hotels will come back before the rest of Atlanta.

839

840 Executive Director of the GICC Mercedes Miller said exactly. The airport properties come  
841 back before the cities.

842

843 Councilman Clay said that tells me that you should get a hold of our people and get them  
844 back.

845

846 Executive Director of the GICC Mercedes Miller said and while the building is closed, I am  
847 having some of the salespeople and DMO people selling for the dates that we open back  
848 up.

849

850 Councilman Allen asked, when do you think we will hear about graduations?

851

852 Executive Director of the GICC Mercedes Miller said by March. We do all of Clayton  
853 County, South Fulton, and 4 college graduations. I don't want to close the Arena because  
854 we have the contract with the G-League. They are still holding dates. And the WNBA is  
855 still holding dates. They are just waiting to see what the league is going to do.

856

857 Mr. Wall asked Mercedes, if both of those were to cancel, would you revisit the issue of  
858 keeping it open?

859

860 Executive Director of the GICC Mercedes Miller said yes.

861

862 Councilman Clay said I think this is brilliant. The cash flow issue is killing us. If there is  
863 another COVID that comes along 3 years from now that is worse than this one, that could  
864 blow us out of the water. But with the technology that is being adopted to fight off COVID-  
865 19, that technology is going to enhance our ability in the future to handle all sorts of things  
866 that we could not handle before.

867

868 Councilman Allen said I heard Mr. Wall say that he and Althea are going to go back and  
869 look at the budget. Do you know the road to see if there are ways we can be prepared?

870

871 Mr. Wall said yes. We are coming back to you for FY-2021 and at the end of 2023.

872

873 Councilman Clay said thank god that we had the buffer that we had.

874

875 Mr. Wall said no question about it.

876

877 Councilman Gay said I recommended several months back to refinance the bond debt. You  
878 brought it back up tonight. You came back and told us that you didn't get any banks that  
879 wanted to refinance the bond debt. What has changed?

880

881 Mr. Wall said you asked me in October/November of last year can we refinance to save  
882 money? And the answer was there were 2 bonds that I thought we could refinance on a  
883 taxable basis. We put out a bid to 20 banks for refinancing. We didn't receive any bids.  
884 Here we are tonight with cash flow savings and not interest savings.

885

886 Councilman Gay said in terms of us saving money, the debt to refinancing the bond debt; is  
887 that negotiable? Can the bond debt be refinanced in-house? Can our Finance Director do  
888 this, or do we have to pay the cost to refinance this?

889

890 Mr. Wall said I normally charge a 1 percent fee. I'm going to cut my fee in half and charge  
891 a half a percent because you need all the savings you can get. We will make sure that the  
892 bond lawyer does the same. Your Finance Director is as sharp as she can be. She will need  
893 somebody like me to know where to send the bids.

894

895 Councilman Gay asked, did you say anything about BIDA debt in this financial?

896

897 Mr. Wall said every bid in there is BIDA debt being refinanced.

898

899 Councilman Gay said I didn't hear land sales as part of debt service.

900

901 Mr. Wall said the budget requires a land sell of \$3,600,000.00 from the sale of BIDA  
902 land. BIDA has a contract for \$11 million that they are hoping to close in March of this  
903 year, and then there is currently negotiations for another \$4 million or \$5 million  
904 purchase price. I haven't brought this up, because my assumption is BIDA will be able to  
905 sell that property.

906

907 Councilman Gay said the land sale is not part of the restructuring that you showed us. It is  
908 not in these numbers.

909

910 Mr. Wall said correct.

911

912 Councilman Gay said for me, if you are going to give us a projection, I would like for you to  
913 point the land sale out, so I don't totally focus on these.

914

915 Mr. Wall said in order to get to the \$11 million in land sales, we have to build a road from  
916 Camp Creek Parkway which is called Rhodes Avenue, all the way up to Princeton.

917 Councilman Gay asked, why is that?  
918

919 Mr. Wall said both of the developers who agreed to buy the land made this as a condition to  
920 them closing having access to Camp Creek Parkway.  
921

922 Councilman Gay said they can pay for that out of the land sales. You are not going to come  
923 to us asking for money to do that.  
924

925 Mr. Wall said we are trying to structure it such that the land will pay for itself. We are  
926 trying to work on a plan that you don't come off the hip with any money to build that road.  
927

928 Councilman Clay said in the short term, we just approved a TAD tonight.  
929

930 Mr. Wall said yes, you did.  
931

932 Mr. Wall discussed General Fund reductions as the last piece of his presentation.  
933

934 Director of Finance & Accounting Althea Philord-Bradley said when I met with each  
935 department, we discussed areas that they could possibly reduce some expenses, so they are  
936 all onboard. Police Chief Williford did put in an order for 7 vehicles in the early part of the  
937 fiscal year.  
938

939 Councilman Clay said I don't want our police cars breaking down on the way to a crime.  
940

941 Director of Finance & Accounting Althea Philord-Bradley asked Deputy Chief, how many  
942 cars did Police Chief Williford order?  
943

944 Deputy Police Chief McCrary said I believe he ordered 6 or 7 vehicles.  
945

946 Councilman Clay said I know we cut out some of the take-home cars.  
947

948 Deputy Police Chief McCrary said I just got a confirmation from Moody that it is 6 vehicles.  
949

950 Director of Finance & Accounting Althea Philord-Bradley said there were other cars that  
951 were ordered, equipment and motorcycles.  
952

953 Mayor Motley Broom asked, any other questions or comments?  
954

955 Councilman Clay said staff has done an incredibly excellent job of working a very difficult  
956 issue. I want to thank and congratulate Ed, Mercedes, Althea, and all the staff that have  
957 worked on this. Really great job. This is the kind of performance that makes winners versus  
958 losers.  
959

960 Mr. Wall said thank you. These are difficult times for College Park.  
961



962 Councilman Allen asked, how much money do you think we will have in the General Fund  
963 Reserves if things don't change?

964  
965 Mr. Wall said if you approve these recommendations tonight, we project June 30, 2021 you  
966 might have \$2 million left in the General Fund as reserve that is cash.

967  
968 Councilman Clay said but there are some possibilities that might help us like Sandersville,  
969 for example, like selling some of the land, more of the land than we thought. There are  
970 some good things that could happen, but we just can't count on them right now.

971  
972 Mayor Motley Broom agreed.

973  
974 **ACTION:** Councilman Clay moved to approve a request on the Second Quarter Budget  
975 Adjustments and the temporary closure of the Georgia International Convention  
976 Center, Items 10a and 10b of the package, seconded by Councilman Allen and  
977 motion carried. (All Voted Yes).

978  
979 B. Consideration of the temporary closure of the Georgia International Convention Center  
980 and the Gateway Center Arena.

981  
982 This item was discussed under item 10a.

983  
984 11. City Attorney's Report.

985  
986 City Attorney Winston Denmark said Merry Christmas, and I hope you enjoyed the cookies.

987  
988 12. City Manager's Report.

989  
990 A. Revisions to the City of College Park's Acceptable Use of City-Owned Vehicles Policy.  
991 NO ACTION TAKEN.

992  
993 City Manager Terrence Moore said this is something that was executed administratively.  
994 Given a recent event involving an elected official and a minor automobile accident, the  
995 interest was to clarify the acceptable use of all City vehicles and make it clear as to who would  
996 have the capability of operating a municipal vehicle. Specific provisions in the policy relative  
997 to employees, et cetera, not elected officials, not volunteers, not others working  
998 collaboratively with the City, but specifically city employees. Direction is likewise being  
999 offered to advise the cities general liability policy agents that this is the case. Because of the  
1000 aforementioned incident back in November, we are on the hook for \$1,000.00, in terms of a  
1001 deductible. My interest this evening is to advise City Council that direction to this effect has  
1002 been executed, and with that, we should be clearer, in terms of who has capability and who  
1003 does not.

1004  
1005 City Manager Terrence Moore said if there are no questions on 12b and 12c, I yield.

1006  
1007 B. Discussion and update on top ten delinquent property tax payers. NO ACTION TAKEN.

1008 There were no comments on this item.

1009

1010 C. Discussion and update on top ten delinquent utility customer accounts. NO ACTION  
1011 TAKEN.

1012

1013 There were no comments on this item.

1014

1015 13. Report Of Mayor And Council.

1016

1017 Councilman Clay – said I want to wish everyone a Happy Holiday and look forward to a  
1018 hopeful New Year. I want to thank everybody on staff. I think we have done an amazing  
1019 job of dealing with a very difficult situation. I hope all of you stay healthy.

1020

1021 Councilman Clay said to that end, I inquired of Chief Elmore today, and we will be giving  
1022 out free flu shots at the COVID testing on Wednesday. I think we are going to put that out  
1023 on the City’s website. I have it on my website right now. There is also a flyer on that. I  
1024 strongly recommend that you get a flu shot, because you don’t want to go to the hospital when  
1025 all the beds are taken up with COVID patients.

1026

1027 Councilman Clay said the other thing is we have an important election coming up January 5,  
1028 2021. And I urge everybody, regardless of how you are going to vote, get out and vote. We  
1029 need to know who wants what. I have a preference, but I won’t go into that, but I think it is  
1030 important that everybody vote.

1031

1032 Councilman Taylor – said Happy Holidays to everybody. And to piggyback on Councilman  
1033 Clay, get out to vote. January 5, 2021 is election day. Vote for the person that is in your  
1034 best interest. That is it.

1035

1036 Councilman Allen – said I echo the same thing; vote and Happy Holidays. We’ve all had a  
1037 bad year. 2020 has been horrible. There are a lot of guys suffering, and I wish there was a  
1038 way that we could help them. Maybe putting a few of the business names on the Marquis  
1039 saying shop local, or send them a letter from the Mayor & Council thanking them for  
1040 hanging in there, and we are behind them. There should be a few things that we can do.

1041

1042 Councilman Allen said stay safe, healthy, and wear your masks. I want to see everybody  
1043 back next year. Althea, I want to thank you and your service people. They do a great job.

1044

1045 Director of Finance & Accounting Althea Philord-Bradley said thank you.

1046

1047 Councilman Gay – said I want to piggyback on one of the public comments. Just for the  
1048 record, taking care of the elderly and the poor, Ward 4’s record as it relates to that during  
1049 COVID-19, we responded and took action that nobody’s utilities were cut off. That cost the  
1050 City about \$1.25 million. There is a little bit of a utility increase, but the City also took a hit  
1051 on that.

1052

1053 Councilman Gay said the other thing I want to say is that since March, we went out and  
1054 raised money and delivered food. That is door-to-door. That makes a difference for people  
1055 to get food. It's been a challenge to do that.

1056  
1057 Councilman Gay said we've had about 15 deaths in Ward 4. We have gone to about 15  
1058 Home Goings. That is our way of staying connected to the community. That is just love.

1059  
1060 Councilman Gay said as far as our Police Chief, I'm not sure where that is at. But I will tell  
1061 you we have had 2 African-American police chiefs back to back, and they both quit. They  
1062 left for better opportunities. So, it's not that the City is insensitive to having chiefs that  
1063 represent the demographic, because we have done that. I just want to balance the record out.

1064  
1065 Councilman Gay said I wish everyone Happy Holidays. I appreciate the Mayor & Council  
1066 tonight for your confidence and a great council meeting.

1067  
1068 Mayor Motley Broom – said I want to echo everyone's sentiments. I want to thank all of  
1069 our citizens, staff, department heads, everyone who has pitched in this year because it  
1070 has been a hard one. Thank you for your patience, perseverance, and all the sacrifices that  
1071 you have gone through to keep College Park moving forward. We can't do it without you.  
1072 There are 5 of us here as elected officials, but we represent this entire city. We know there  
1073 have been challenges, and we have done our best to address those challenges, but we know  
1074 that people in our departments and our neighbors have been stepping up to the plate. I am so  
1075 grateful for all of you and everything you have done on a daily basis to look out for each  
1076 other.

1077  
1078 Mayor Motley Broom said we want you to vote at the Arena starting December 14, 2020  
1079 through the 30<sup>th</sup>. We have early voting there and would love for you to come and take  
1080 advantage of this opportunity. We want to show Fulton County that we have people there  
1081 on the southside that are serious about making sure their voices are heard. Go to  
1082 *[fultoncountyga.gov](http://fultoncountyga.gov) to find your voting location*, but voting will be at the Arena.

1083  
1084 Mayor Motley Broom said Wednesday, December 9, 2020, employees should have gotten  
1085 an invitation for a chat with the Mayor and some other people. We have 4 different time  
1086 slots, and I'm looking forward to seeing everyone there.

1087  
1088 Mayor Motley Broom said we will get the Neighborhood Watch ramped up in January.  
1089 Keep a look out on our website so you can sign up.

1090  
1091 Mayor Motley Broom said in January look for a date. We are looking for a date for another  
1092 round of community conversations with the College Park Police. When we went through it  
1093 the first time, it was the start, but it wasn't going to be the finish. We will be doing that  
1094 again, so be on the lookout for another community conversation in January 2021.

1095  
1096 Mayor Motley Broom said Governor Kemp has in place an executive order in regard to  
1097 COVID. Just today in Georgia we had 4,861 new cases of COVID that were diagnosed.  
1098 The numbers are rising. It is vitally important that we all do our part; washing hands,

1099 wearing masks, and employing social distancing. And that goes for our businesses as well.  
1100 The Governor’s executive order has specific guidelines about how many people can be in  
1101 businesses at a particular time and how people should govern themselves while they are in  
1102 there. We have had some issues with businesses in certain areas that are not complying  
1103 with that. We are looking for this because we want to make sure that everyone is safe. We  
1104 need people to comply with that.

1105  
1106 Mayor Motley Broom said I hope everyone has a safe, healthy, joyous holiday season.

1107  
1108 14. Executive Session.

1109  
1110 **ACTION:** Councilman Clay moved to approve personnel decision #1 that was discussed during  
1111 Executive Session, seconded by Councilman Allen. Councilman Clay voted yes.  
1112 Councilman Allen voted yes. Councilman Taylor voted yes. Councilman Gay  
1113 abstained. Motion carried.

1114  
1115 15. Approval of Executive Session Minutes.

1116  
1117 **ACTION:** Councilman Clay moved to approve Executive Session Minutes dated December 7,  
1118 2020, as presented, seconded by Councilman Taylor and motion carried. (All Voted  
1119 Yes).

1120  
1121 16. Adjournment.

1122  
1123 Mayor Motley Broom declared the Regular Session adjourned at 10:29 p.m.

1124  
1125  
1126  
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**CITY OF COLLEGE PARK**

\_\_\_\_\_  
**Bianca Motley Broom, Mayor**

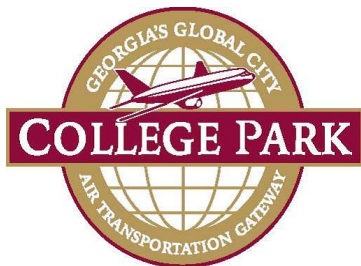
1145 **ATTEST:**

1146

1147

1148

1149 \_\_\_\_\_  
**Shavala Moore, City Clerk**



# CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

## REG SESSION AGENDA REQUEST

DOC ID: 8533

**DATE:** December 25, 2020

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Acting City Manager

**FROM:** Shavala Moore, City Clerk

**RE:** Workshop Session Minutes dated December 7, 2020

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See attached Workshop Session Minutes dated December 7, 2020.

Thank you.

### ATTACHMENTS:

- WSS120720 (DOC)

### Review:

- Shavala Moore Completed 12/31/2020 8:17 AM
- Rosyline Robinson Completed 12/31/2020 8:48 AM
- Mercedes Miller Completed 12/31/2020 10:07 AM
- Mayor & City Council Pending 01/04/2021 7:30 PM

1 CITY OF COLLEGE PARK  
 2 MAYOR AND CITY COUNCIL  
 3 WORKSHOP SESSION  
 4 DECEMBER 7, 2020  
 5

6 **MINUTES**  
 7

8 Present: Mayor Bianca Motley Broom; Councilmen Ambrose Clay, Derrick  
 9 Taylor, Ken Allen, and Roderick Gay; City Manager Terrence Moore;  
 10 City Clerk Shavala Moore; City Attorney Winston Denmark.  
 11

12 Absent: None.  
 13

14 Mayor Motley Broom called the workshop session to order at 5:00 p.m.  
 15

16 **ACTION:** Councilman Clay moved to take up executive session to discuss personnel,  
 17 pending litigation, and the potential purchase of real estate, seconded by  
 18 Councilman Taylor and motion carried. (All Voted Yes).  
 19

20 Mayor & Council entered into executive session at 5:02 p.m.  
 21

22 The workshop session reconvened at 6:07 p.m.  
 23

24 **1. Georgia Municipal Association (GMA) Governmental Update.**  
 25

26 City Clerk Shavala Moore introduced Mr. Michael McPherson presenting an update on  
 27 the GMA.  
 28

29 Mr. Michael McPherson gave a brief update on GMA, to include the importance of  
 30 engaging with the legislators now even if your engagement is virtual. The 2021  
 31 legislation will begin a 2-year term, and many of these legislators will be newly elected.  
 32 There are 27 new House Members and 10 new Senators. GMA encourages you to set up  
 33 a Hometown Connection Meeting to ensure that your legislators and delegation are  
 34 prepared and ready to carry the banner of College Park forward into this biennial.  
 35

36 Mr. McPherson said GMA's policies for the 2021 Legislative Session are finalized. We  
 37 appreciate all of you who participated in sharing ideas to bring forth in January. GMA  
 38 staff is working on many issues, including continuing to fight against State level  
 39 preemption of locally established residential design standards, which is supported by  
 40 home builders and realtors at the State level and the national level, also ensuring local  
 41 controlling over short-term regulations and tax compliance. Various revenue and  
 42 financing that impacts the city's bottom line come up invariably during every legislative  
 43 session.  
 44

45 Mr. McPherson said in the light of civil unrest due to violence against black people,  
 46 GMA anticipates debates on various public safety and police measures.

47 Mr. McPherson said every session there are Bills introduced to limit Home Rule aimed at  
48 preventing City Councils from making decisions in the interest of their citizens in doing  
49 their jobs, which could include preemption Bills on local authority in response to the  
50 Corona Virus.

51  
52 Mr. McPherson said I also want to share with you that GMA's president has formed an  
53 Equity & Inclusion Commission consisting of 26 members, including elected officials  
54 and city staff. The commission aims to address, strategize and implement solutions to  
55 combat institutional and systematic racism, violence, accident justice, and equity and  
56 intolerance in all of Georgia cities. Commission members will lead by example to urge  
57 their cities and their leaders to be at the forefront of creating sustainable change in their  
58 communities.

59  
60 Mr. McPherson said an internal report will be issued by the Board of Directors in January  
61 2021. A final report will be presented to the Board at the 2021 Annual Convention. We  
62 encourage all cities to visit *www.gma equity and inclusion [toolkit@georgiacities.com](mailto:toolkit@georgiacities.com)*.  
63 The toolkit includes resources that will equip Georgia city leaders. The toolkit will be  
64 updated often. Any questions?

65  
66 Mayor Motley Broom said we appreciate all the work GMA does on behalf of Georgia  
67 cities. As a member of the Equity and Inclusion Commission, it has been really  
68 interesting, thought provoking work, and I am hopeful that it makes a lasting difference  
69 throughout the state and even beyond.

70  
71 Councilman Gay asked, where are you located during the construction of your building?

72  
73 Mr. McPherson said we are all working from home. We plan on being in the new  
74 building by March or April. We look forward to you all visiting the new building.

75  
76 **2. Consideration of property management services by Colliers International for**  
77 **the United States Southern Regional Headquarters of the Federal Aviation**  
78 **Administration (FAA) located at 1701 Columbia Avenue.**

79  
80 City Manager Terrence Moore said this is nothing more than the recommendation to  
81 review the property management agreement between the City of College Park BIDA and  
82 Colliers International regarding the FAA Southern U.S. Regional Headquarters. This is  
83 to offer consensus formally to the BIDA's Board of Directors as noted. Debbie Lane is  
84 with us tonight who is the principal point of contact out of South Carolina. We did  
85 update the document, and we are in position to make that recommendation. Ms. Lane  
86 will answer any questions you may have, respectively.

87  
88 Councilman Clay said they have corrected the fact that the FAA building is the  
89 responsibility of BIDA. And they took out that one clause that was in there from an older  
90 version of the contract.

91  
92 City Manager Terrence Moore said yes, sir, that's correct.



93 Councilman Clay said so I'm good with that. Are we very comfortable with the fact that  
94 no other changes were made to the contract?

95  
96 City Manager Terrence Moore said we are comfortable based on confirmation with legal  
97 counsel Danielle Matricardi, in particular. So, therefore, I think we are all set, sir.

98  
99 Councilman Clay said then I'm good.

100  
101 Councilman Gay asked, is this a new agreement, or are we moving this agreement under  
102 BIDA?

103  
104 Councilman Clay said they were on last year's agreement. That's what I caught.

105  
106 Councilman Gay said that's fine. I agree.

107  
108 It was the consensus of Mayor & Council to send the agreement on to BIDA with the  
109 recommendation to approve.

110  
111 **3. Consideration of a new logo for the Department of Recreation & Cultural**  
112 **Arts.**

113  
114 Director of Recreation & Cultural Arts Michelle Johnson discussed a new logo for her  
115 department. We are asking for approval of the proposal sent to you.

116  
117 Councilman Allen asked, which logo are you going to use? Are you going to switch the  
118 colors around? I like the green for the trail part of the logo.

119  
120 Director of Recreation & Cultural Arts Michelle Johnson said that is one of the things we  
121 were tweaking. Red for Cultural Arts, green for the parks, yellow/orange for basketball,  
122 and blue for the golf course. I conferred with Gerald to work the colors out. The last  
123 logo was in 1970.

124  
125 Mayor Motley Broom said I like it. All these things are happening in their own silos.  
126 We need color standards and the like. I like this in and of itself, but I think it should be  
127 part of a larger approach to how we are marketing and branding the city.

128  
129 Director of Recreation & Cultural Arts Michelle Johnson said the yellow is something  
130 that we were looking at for College Park.

131  
132 Mayor Motley Broom said I get why you are doing it, and I like it, but I think we should  
133 have a more unified approach.

134  
135 Councilman Clay said the Six West logo has a characteristic of what I would call  
136 sophistication, elegance, classy, what have you. It would be nice if all of these were all  
137 unified. I don't see how you could take that logo and use it to convey the same kind of  
138 message for the Cultural Arts, for example.

139 Mayor Motley Broom said I think there are a number of ways that this can be unified;  
140 i.e., fonts and color pallets, but we don't have any of those standards right now. We have  
141 a lot of things happening in different departments, but Six West is out of the bag, and we  
142 agreed on that, and I like that logo. But in terms of design standards as a city, they  
143 should be falling under something, and we don't have anything right now.

144

145 Councilman Clay said I think we have standards for different colors and so forth for Six  
146 West. So, one might adopt those standards, use the same color, the degree of blur, things  
147 of that nature.

148

149 Mayor Motley Broom said it is essentially a branding book.

150

151 Councilman Allen said I really like it. I don't know how you bring the color in.

152

153 Mayor Motley Broom said I don't want us to go out and not have something that makes  
154 us look connected. There should be a connection and level of continuity.

155

156 Director of Communications Gerald Walker said I spoke with Michelle about the  
157 pantones and colors. At this point, I felt like I needed to start back. Something for the  
158 entire city would be something to consider for all the logos. I have a packet I was  
159 working on right before I retired, and I will make that available some time this week.  
160 Today is a good amount of feedback to maybe begin to focus in on what we like. I think  
161 the idea of having the City's logo on this logo would be good.

162

163 Mayor Motley Broom said we need to have a broader conversation.

164

165 Councilman Allen said maybe we have a different font.

166

167 Executive Director of the GICC Mercedes Miller said the Strategic Plan was branding,  
168 and we are trying to come up with an overall logo for the City and that would have  
169 adjustments to the color pallets for all the other logos in the city. I just don't want to  
170 have to go back and change all the logos. I think we should wait to see how we are going  
171 to rebrand the city, before we come up with logos for other departments.

172

173 Councilman Clay said we just came up with a logo for the banners for Main Street. What  
174 are the things that people see most of that are visiting in College Park? It's the banners  
175 along the streets. As I recall, there was some research that went into color pallets for that  
176 as well. And with our current budget situation, we don't want to be spending any extra  
177 bucks anywhere.

178

179 Mayor Motley Broom said I think we are off to a good start.

180

181 Councilman Clay said there is nothing to say that we can't have a standard and then  
182 gradually migrate to it.

183

184 Executive Director of the GICC Mercedes Miller said maybe we can have an internal  
185 meeting, and we can bring it back and meet with City Manager and come up with just  
186 some standards before we do another logo and bring it back to Mayor & Council.

187  
188 Mayor Motley Broom asked, does anyone else have anything to add?

189  
190 There were no further comments made.

191  
192 Mayor Motley Broom asked, is there any other business in the workshop?

193  
194 There was no further business.

195  
196 Mayor Motley Broom declared the Workshop Session adjourned at 6:30 p.m.

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205

**CITY OF COLLEGE PARK**

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\_\_\_\_\_  
**Bianca Motley Broom, Mayor**

214  
215 **ATTEST:**

216  
217  
218 \_\_\_\_\_  
219 **Shavala Moore, City Clerk**



# CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

## REG SESSION AGENDA REQUEST

DOC ID: 8538

**DATE:** December 30, 2020

**TO:** The Honorable Mayor and Members of City Council

**FROM:** Mercedes Miller, Convention Center Executive Director

**RE:** Proclamation - Public Works Employees Heroism

---

### Proclamations, Plaques and Announcements

**Council Meeting Date:** January 4, 2021.

**Presented by:** Mayor and City Council.

**Summary:** Presentation of a proclamation recognizing the heroic actions and selfless courage of City of College Park Department of Works employees Elvis Brumfield and Darius Denson in providing aid to a resident of Ward IV. See attached City of College Park Proclamation.

**Supporting Documents:** See attached City of College Park Proclamation.

#### ATTACHMENTS:

- Proclamation - Public Works Employees Heroism\_01-04-21 (DOCX)

#### Review:

- Mercedes Miller Completed 12/30/2020 12:08 PM
- Rosyline Robinson Completed 12/30/2020 12:14 PM
- Mercedes Miller Completed 12/30/2020 12:15 PM
- Mayor & City Council Pending 01/04/2021 7:30 PM



*City of College Park  
Proclamation  
Honoring the Heroism  
of  
Elvis Brumfield and Darius Denson*

**WHEREAS:** On the morning of December 8, 2020, Department of Public Works employees *Elvis Brumfield* and *Darius Denson* were carrying out their duties of sanitation collection on Colonial Drive in Ward IV; and

**WHEREAS:** *Elvis Brumfield* and *Darius Denson*, upon discovering a citizen unconscious on the front porch of a residence, provided CPR and contacted 911 Emergency Services; and

**WHEREAS:** after administering effective CPR, *Elvis* and *Darius* were relieved by officers from the College Park Police Department and College Park Fire and Rescue EMS personnel; and

**WHEREAS:** the citizen was transported to the hospital and, due to the efforts of *Elvis* and *Darius*, thereby received essential care; and

**WHEREAS:** we commend the selfless courage and heroic actions of *Elvis Brumfield* and *Darius Denson*, who quickly assessed the situation and recognized the need for action.

**NOW, THEREFORE, BE IT PROCLAIMED** that the Mayor and City Council do hereby recognize the heroic actions of *Elvis Brumfield* and *Darius Denson* and urge all citizens to show their overwhelming gratitude and appreciation for these Department of Public Works professionals who work tirelessly to keep our community clean, safe and beautiful. On behalf of a grateful City, we say "Thank you".

**PROCLAIMED THIS 4<sup>th</sup> DAY OF JANUARY 2021.**

**CITY OF COLLEGE PARK**

\_\_\_\_\_  
Bianca Motley Broom, Mayor

\_\_\_\_\_  
Ambrose Clay, Councilman

\_\_\_\_\_  
Derrick Taylor, Councilman

\_\_\_\_\_  
Ken Allen, Councilman

\_\_\_\_\_  
Roderick Gay, Councilman

ATTEST:

\_\_\_\_\_  
Shavala Moore, City Clerk



# CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

## REG SESSION AGENDA REQUEST

DOC ID: 8539

**DATE:** December 30, 2020

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Michael Hicks, Chief Information Officer

**RE:** Information Technology Week

**PURPOSE:** To inform Mayor and City Council of Information Technology Week and in recognition we will have several vendors that are strategic partners of City of College Park. The dates are January 27-29, 2021. Due to COVID-19 culture, it will be virtual this year. Additionally to enlighten all staff about the danger of virus attack, and the countless attempts to stop virus attacks, this year it will be for "Internal Staff Only"

Each year Information Technology Week is celebrated and we are prepared to host Technology Week this year as a virtual event. We will have a three (3) different vendors, one each day:

Wednesday - BlueAlly (Cyber Security, Computer Maintenance)

Thursday - Netplanner; (Fiber Infrastructure for faster internet) Topic may change

Friday - Comcast. (Smart City Integration for CCPK Technology team only) Topic may change

All internal staff will register for the one (1) hour class on line. Our Strategic Partners will provide Lunch to all those that are registered, Wednesday and Thursday from 12:00pm-1:00pm.

**REASON:** To take advantage of Information Technology week and showcase the vendors that provide services for City of College Park.

**RECOMMENDATION:** To recognize Information Technology Week. "Internal Staff Only"

**BACKGROUND:** Information Technology recognition is celebrated each year, this year we have an emphasis on the service we provide to the community and staff.

**YEARS OF SERVICE:** N/A.

**COST TO CITY:** \$1,250.00.

**BUDGETED ITEM:** Yes. Acct #: 100-1535-53-7360.

**REVENUE TO CITY:** N/A.

**CITY COUNCIL HEARING DATE:** January 4, 2021.

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** N/A.

**AFFECTED AGENCIES:** N/A.

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** N/A.

**REQUIRED CHANGES TO WORK PROGRAMS:** N/A.

**STAFF:** Chief Information Officer/Michael Hicks

**ATTACHMENTS:**

- IT Week Staff Flyer 2021 (DOCX)

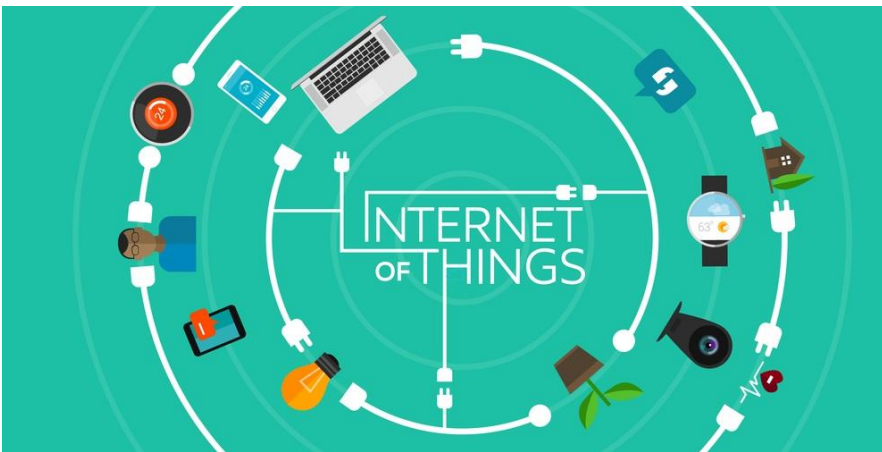
**Review:**

- Michael Hicks Completed 12/23/2020 5:07 PM
- Rosyline Robinson Completed 12/30/2020 11:43 AM
- Mercedes Miller Completed 12/30/2020 12:01 PM
- Mayor & City Council Pending 01/04/2021 7:30 PM

CCPK MAYOR/COUNCIL AND  
STAFF  
**YOU'RE INVITED**

INFORMATION  
TECHNOLOGY  
WEEK 2021

JANUARY 27  
THROUGH  
JANUARY 29



Join us as we celebrate Information Technology Week! The 3 day-long events will be virtual this year, and will showcase our cities IT partners. Each day will be sponsored by a different vendor. Information, lunch, or light refreshments, and raffle drawings will be provided to the city staff after each session for those who registered. Look for the link via email within the next few weeks.

**Michael Hicks**  
Chief Information Officer

Please feel free to  
contact:

**Damitria West**  
IT Administrative Assistant  
**404-767-1537**  
dwest@collegeparkga.com



CCPK MAYOR/COUNCIL AND  
STAFF

YOU'RE INVITED

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INFORMATION  
TECHNOLOGY  
WEEK 2021

•  
JANUARY 27  
THROUGH  
JANUARY 29

---



# CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

## REG SESSION AGENDA REQUEST

DOC ID: 8525

**DATE:** December 23, 2020  
**TO:** The Honorable Mayor and Members of City Council  
**FROM:** Mercedes Miller, Convention Center Executive Director  
**RE:** Mayor Pro-Tem for 2021

---

### Council Appointments

**Council Meeting Date:** January 4, 2021

**Summary:** Councilman Ambrose Clay (Ward 1) served as Mayor Pro-Tem in 2020.

**Supporting Documents:** None.

#### Review:

- Mercedes Miller Completed 12/28/2020 1:23 PM
- Rosylene Robinson Completed 12/30/2020 11:36 AM
- Mercedes Miller Completed 12/30/2020 12:06 PM
- Mayor & City Council Pending 01/04/2021 7:30 PM



# CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

## REG SESSION AGENDA REQUEST

DOC ID: 8526

**DATE:** December 23, 2020

**TO:** The Honorable Mayor and Members of City Council

**FROM:** Mercedes Miller, Convention Center Executive Director

**RE:** Mayor Pro-Tem for 2021 - Member of Post 6 - BIDA

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## Council Appointments

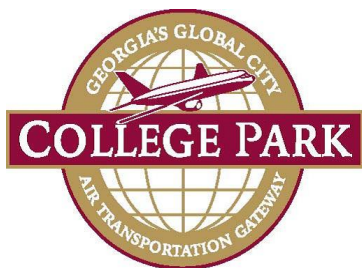
**Council Meeting Date:** January 4, 2021.

**Summary:** Appointment of Mayor Pro-Tem for 2021 to serve as the Member for Post 6 on the College Park Business & Industrial Development Authority. Councilman Ambrose Clay (Ward 1) served in this position in 2020.

**Supporting Documents:** None.

### Review:

- Mercedes Miller Completed 12/28/2020 1:23 PM
- Rosylene Robinson Completed 12/30/2020 11:37 AM
- Mercedes Miller Completed 12/30/2020 12:06 PM
- Mayor & City Council Pending 01/04/2021 7:30 PM



# CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

## REG SESSION AGENDA REQUEST

DOC ID: 8527

**DATE:** December 23, 2020

**TO:** The Honorable Mayor and Members of City Council

**FROM:** Mercedes Miller, Convention Center Executive Director

**RE:** City Legal Organ

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### Council Appointments

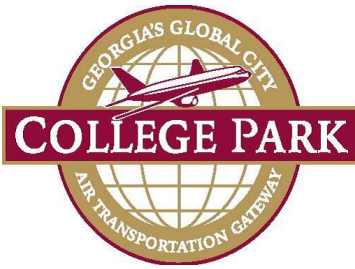
**Council Meeting Date:** January 4, 2021.

**Summary:** The *South Fulton Neighbor* was the City Legal Organ in 2020 and the *Clayton News Daily* served as an alternate.

**Supporting Documents:** None.

#### Review:

- Mercedes Miller Completed 12/28/2020 1:24 PM
- Rosyline Robinson Completed 12/28/2020 1:33 PM
- City Clerk Completed 12/28/2020 1:54 PM
- Mercedes Miller Completed 12/28/2020 2:03 PM
- Mayor & City Council Pending 01/04/2021 7:30 PM



# CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

## REG SESSION AGENDA REQUEST

DOC ID: 8548

**DATE:** December 31, 2020

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Althea Philord-Bradley, Director of Finance & Accounting

**RE:** Official Bank Depository

**PURPOSE:** Mayor and Council to authorize the official bank of deposit for calendar year 2021.

**REASON:** Each calendar year the Mayor and Council make an annual appointment for the official bank of deposit for the City of College Park.

**RECOMMENDATION:** The Director of Finance and Accounting, Althea Philord-Bradley recommends SunTrust Bank as the official bank of deposit for the City of College Park for the calendar year 2021.

**BACKGROUND:** As of December 29th, 2020, The City of College Park has approximately \$26,428,139.68 on deposit with Sun Trust Bank. Furthermore, the City has approximately \$1,151,340.26 on deposit with US Bank. There are also investments with Multibank Securities in the amount of \$2,618,580.41. See the attached summary of cash balances as of December 29th, 2020.

The SunTrust and BB&T merger is officially complete, creating the nation's sixth-largest bank. The merged banks new name will be Truist. The transition to the Truist brand, however, should be completed by the second quarter of 2022.

**COST TO CITY:** Dependent upon balances on hand.

**BUDGETED ITEM:** Yes

**REVENUE TO CITY:** Dependent upon balances on hand.

**CITY COUNCIL HEARING DATE:** January 4, 2021

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** N/A

**AFFECTED AGENCIES:** Sun Trust Bank, Georgia Fund, East West Bank, US Bank Securities and Multibank Securities.

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** N/A

**REQUIRED CHANGES TO WORK PROGRAMS:** N/A

**STAFF:** Finance and Accounting Staff

**ATTACHMENTS:**

- FY21 Monthly Bnk and Inv Summary\_ (PDF)

**Review:**

- Althea Philord-Bradley Completed 12/30/2020 5:49 PM
- Rosyline Robinson Completed 12/31/2020 8:36 AM
- Mercedes Miller Completed 12/31/2020 8:46 AM
- Mayor & City Council Pending 01/04/2021 7:30 PM

**SunTrust Bank**

G/L Number	G/L ACCT Name	Bank Account Name	Bank Account Number	Bank Balance as of 12/29/20
111-11-1111	Cash Pool	Operating Checking Account		26,428,139.68
221 11 1010	Operating Cash	Grant Fund		1,567.50
235 11 1010	Operating Cash	TSPLOST Fund		4,945,375.11
277 11 1010	TAD Fund	Tax Allocation District Fund		875,992.30
320 11 1010	Operating Cash	SPLOST Fund		454,377.62
510 11 1110	Money Market Fund	Money Market Fund		318,335.36
557 11 1043	FAA Capital Reserved Phase I	FAA Capital Reserved		89,845.57
557 11 1044	FAA Capital Reserved Phase II	FAA Capital Reserved Phase II		156,431.30
557 11 1220	CP BIDA FAA Project	BIDA FAA Project		599.31
558 11 1070	Cash At Closing	Public Safety Project Fund		391,575.09
558 11 1343	BIDA Multi-Purpose Arena Bond	BIDA Multi-Purpose Arena Project		1,000.00
745 11 1018	City Court Cash	City Court Fund		393,949.20
				<b>34,057,188.04</b>

**US Bank Investments**

G/L Number	G/L ACCT Name	Account Name	Account Number	Bank Balance as of 12/29/20
510 11 1328	MEAG Investments	Intermediate Portfolio		524,954.20
555 11 1250	GICC Project Fund	Civic Center Series 2013 REV BOND		626,437.36
				<b>1,151,340.26</b>

**East West Bank**

G/L Number	G/L ACCT Name	Account Name	Account Number	Bank Balance as of 12/29/20
111-11-1110	Money Market	Money Market Account		173,402.45
				<b>173,402.45</b>

**GA Fund 1 Bank**

111-11-1113	Money Market Fund	COLLEGE PARK, CITY OF(POOL-0)		264,021.39
				<b>264,021.39</b>

**Multibank Securities**

G/L Number	G/L ACCT Name	Bank Acct Name	Account Number	Bank Balance as of 12/29/20
100 11 1300	Investment	City of College Park		108,580.41
510 11 1300	Investment	City of College Park		1,500,000.00
505 11 1300	Investment	City of College Park		1,010,000.00
				2,618,580.41

**TOTAL** 38,264,532.55



# CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

## REG SESSION AGENDA REQUEST

DOC ID: 8534

**DATE:** December 23, 2020

**TO:** The Honorable Mayor and Members of City Council

**FROM:** Mercedes Miller, Convention Center Executive Director

**RE:** Pension Board Members

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### Council Appointments

**Council Meeting Date:** January 4, 2021.

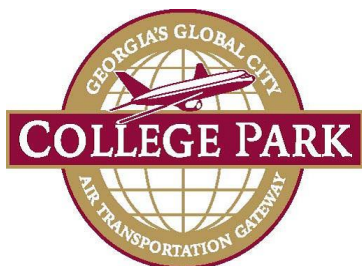
**Summary:** Appointment of three City Council Members to the Pension Board. Mayor Bianca Motley Broom, Councilman Derrick Taylor (Ward 2) and Councilman Ken Allen (Ward 3) served in 2020.

**Supporting Documents:** None.

#### Review:

- Mercedes Miller Completed 12/28/2020 1:24 PM
- Rosyline Robinson Completed 12/30/2020 11:40 AM
- Mercedes Miller Completed 12/30/2020 12:07 PM
- Mayor & City Council Pending 01/04/2021 7:30 PM





# CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

## REG SESSION AGENDA REQUEST

DOC ID: 8535

**DATE:** December 23, 2020

**TO:** The Honorable Mayor and Members of City Council

**FROM:** Mercedes Miller, Convention Center Executive Director

**RE:** Clayton County Municipal Association (CCMA) Board of Directors

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### Council Appointments

**Council Meeting Date:** January 4, 2021.

**A. Summary:** Appointment to the Clayton County Municipal Association's (CCMA) Board of Directors. Councilman Ken Allen (Ward 3) served in 2020.

**Supporting Documents:** None.

#### Review:

- Mercedes Miller Completed 12/28/2020 1:24 PM
- Rosyline Robinson Completed 12/30/2020 11:40 AM
- Mercedes Miller Completed 12/30/2020 11:57 AM
- Mayor & City Council Pending 01/04/2021 7:30 PM



# CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

## REG SESSION AGENDA REQUEST

DOC ID: 8536

**DATE:** December 23, 2020

**TO:** The Honorable Mayor and Members of City Council

**FROM:** Mercedes Miller, Convention Center Executive Director

**RE:** South Fulton Municipal Association

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### Council Appointments

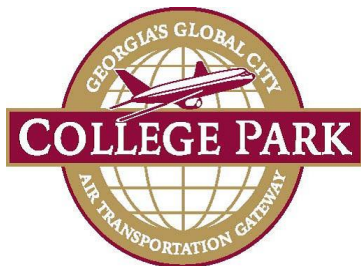
**Council Meeting Date:** January 4, 2021.

**Summary:** Appointment to the South Fulton Municipal Association. Mayor Bianca Motley Broom served in 2020.

**Supporting Documents:** None.

#### Review:

- Mercedes Miller Completed 12/28/2020 1:24 PM
- Rosyline Robinson Completed 12/30/2020 11:40 AM
- Mercedes Miller Completed 12/30/2020 12:11 PM
- Mayor & City Council Pending 01/04/2021 7:30 PM



# CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

## REG SESSION AGENDA REQUEST

DOC ID: 8524

**DATE:** December 30, 2020

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Hugh Richardson, Power Director

**RE:** AMI Update

Access Point Performance - number of electric meters communicating:

	11/25	12/2	12/9	12/16
Charlestown	2563	2353	2282	2256
W. Fayette	2311	2811	2942	2951
Princeton	3446	3155	3106	3124
Total	8320	8319	8330	8331

Electric Meters:: 8331  
 Water Meters: 3073  
 Total Meters & Endpoints: 11,404

Requiring manual reads from communication issues= 32= .3% of total  
 About 62 more water rereads were done to verify readings or usage but were reading in Badger.  
 Electric = 4, Water = 28

System is remotely reading about 99.7%.  
 Electric = 99.9%; Water = 99.0%

5 water meters were replaced in December.  
 15 endpoints were replaced or reset

Other Updates:

- 15 customers have been contacted about water leaks in December.
- KWH sales difference during the pandemic:  
 March -7.1%

Updated: 12/30/2020 11:56 AM by Mercedes Miller

Page 1

April -17.1%  
 May -21.8%  
 June -12.0%  
 July -5.4%  
 Aug. -7.9%  
 Sep. -16.1%  
 Oct. -8.1%  
 Nov. -11.7%  
 Dec/ 5.2%

(Above as compared to the same month in 2019 and without Data Center sales.)

#### **ATTACHMENTS:**

- AMI Project Update January 2021 (PPTX)

#### **Review:**

- Hugh Richardson Completed 12/21/2020 3:07 PM
- Rosylene Robinson Completed 12/23/2020 2:54 PM
- Mercedes Miller Completed 12/30/2020 11:56 AM
- Mayor & City Council Pending 01/04/2021 7:30 PM



# Access Point Recent Performance

## Electric Meters Communicating 2.4 GHz Signal Frequency

<b>Date</b>	<b>Charlestown</b> (water tank)	<b>W. Fayetteville</b> (water tank)	<b>Princeton</b> (cell tower)	<b>Total</b>
Nov. 25	2563	2311	3446	8320
Dec. 2	2353	2811	3155	8319
Dec. 9	2282	2942	3106	8330
Dec. 16	2256	2951	3124	8331



# Meter Performance

Electric Meters: 8331

Water Meters: 3073

Total electric meters and endpoints = 11,404

Electric manual reads = 4

Electric Meters Reading 99.9%

Water meter manual reads with communication issues =28

Water Meters Reading 99.0%

Total system performance of 99.7%

5 Water meters replaced

15 Endpoints replaced/reset



# Other Updates

- 15 Customers contacted about water leaks
- KWH sales difference from pandemic:

	All Customers	W/O Data Center
March	-1.5%	-7.1%
April	-9.5%	-17.1%
May	-16.7%	-21.8%
June	-5.6%	-12.0%
July	2.3%	-5.4`%
August	-2.4%	-7.9%
September	-10.9%	-16.1%
October	-3.7%	-8.1%
November	2.2%	-11.7%
December	10.2%	5.2%



# CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

## REG SESSION AGENDA REQUEST

DOC ID: 8544

**DATE:** December 30, 2020

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Shavala Moore, City Clerk

**RE:** Ordinances and Resolutions Update

**PURPOSE:** To provide Mayor and Council with updates on recently adopted ordinances and resolutions.

**REASON:** To provide Mayor and Council names of the adopted ordinances & resolutions on a monthly basis.

**CITY COUNCIL HEARING DATE:** January 4, 2021

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** None

**AFFECTED AGENCIES:** None

**STAFF:** Office of the City Clerk

### ATTACHMENTS:

- 2021 ORDINANCES (DOC)
- 2021 Resolutions (DOCX)

### Review:

- Shavala Moore Completed 12/28/2020 1:02 PM
- Rosyline Robinson Completed 12/30/2020 11:44 AM
- Mercedes Miller Completed 12/30/2020 12:06 PM
- Mayor & City Council Pending 01/04/2021 7:30 PM



2021 ORDINANCES

<u>Ord. No.</u>	<u>Ordinance</u>	<u>Adopted</u>
-----------------	------------------	----------------

**2020 Resolutions**

<b><u>Number</u></b>	<b><u>Name</u></b>	<b><u>Adopted</u></b>
2021-01	Clayton County Land Bank Authority	PENDING
2021-02	Public Comment Amendment Resolution	PENDING



# CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

## REG SESSION AGENDA REQUEST

DOC ID: 8546

**DATE:** December 30, 2020

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Althea Philord-Bradley, Director of Finance & Accounting

**RE:** Delinquent Property Tax Payers Update

**REASON:** To provide Mayor and Council with the names, addresses, and outstanding balances of the top ten delinquent property tax payers as well as a brief update on collection efforts.

**RECOMMENDATION:** To proceed with established policies and procedures to ensure collection of these accounts. To escalate the collection process as appropriate to minimize the loss of revenue.

**BACKGROUND:** The City of College Park contracts with GTS (Government Tax Services) to facilitate the collection of delinquent accounts to the extent necessary. Past collection efforts have included GTS providing assistance with filing liens and assisting with tax sales.

**COST TO CITY:** Varies with each situation.

**BUDGETED ITEM:** None.

**REVENUE TO CITY:** As of December 28, 2020, the City has collected 81.3% of 2020's Ad valorem taxes due.

**CITY COUNCIL HEARING:** January 4th, 2021

**OR RESOLUTION:** N/A

**REQUIRED CHANGES TO WORK PROGRAMS:** Aggressive collection efforts to full extent of the law.

**STAFF:** Philip Latona, Property Tax Accountant

**ATTACHMENTS:**

- Top Ten Delinq Property Tax Accounts 12282020 (PDF)
- Top Ten Delinq Property Tax Accounts 12282020 2019 (PDF)

**Review:**

- Althea Philord-Bradley Completed 12/28/2020 5:38 PM
- Rosyline Robinson Completed 12/30/2020 11:46 AM
- Mercedes Miller Completed 12/30/2020 11:58 AM
- Mayor & City Council Pending 01/04/2021 7:30 PM

**City of College Park  
Department of Finance & Accounting  
Top Ten Delinquent Property Tax Accounts  
As of December 28th, 2020**

<b>Lien</b>	<b>Taxpayer Name</b>	<b>Property Address</b>	<b>Business Name If Known</b>	<b>Amount</b>	<b>District - Tax Type</b>	<b>Additional Comments</b>	<b>Tax Years</b>
	Shyria Four LLC	2079 Hospitality Way	AC Hotel AtlantaAirport Gateway	\$ 256,762.72	Clayton - Real & Personal	Owner coming in to pay January 6th 2021.	2020
	Yeasmin Enterprises	5010 Old National Hwy	Ramada Plaza	\$ 194,036.11	Fulton - Real	Reaching out to current & prospective buyer for payment	2020
	Manheim Remarketing Inc	Various		\$ 182,058.86	Fulton - Real	Resent statements after being returned for bad address	2020
	College Park Partners	2500 Sullivan Rd		\$ 136,285.20	Fulton - Real	Researching contacts for business ownership	2020
	Dhanyasree LLC	4130 Skytrain Way		\$ 119,882.32	Clayton - Real	Owner coming in to pay January 6th 2021.	2020
	Atlantic Hotel Group	2091/2121 Convention Center Concourse		\$ 118,726.31	Clayton - Personal	Assessor/Plat Recording Error - over assessment error	2020
	Kelco/RG Atlanta LLC	4601 Best Rd	Holiday Inn Express	\$ 101,262.23	Fulton - Real	Reaching out to Owner's for payment status	2020
	YC Atlanta	1419 Virginia Ave	Clarion Hotel	\$ 98,768.86	Fulton - Real & Personal	Balance is Special District Hotel Taxes after initial pymt	2020
	BK & J Hotel Group	1551 Phoenix Blvd	Howard Johnson's	\$ 91,447.11	Clayton - Real & Personal	Reaching out to Property GM to get payment status	2020
	Courtyard II Associates	2050 Sullivan Rd	Courtyard by Marriott	\$ 52,426.61	Clayton - Real & Personal		2020

\$ 1,351,656.33

Y Represents Lien filed against account.  
NA Signifies account has not met statutory requirement for lien to be filed

**Inactive Account - off active list - candidates to write-off**

Level Concrete Co.	2560 West Point Avenue	Proximity of Metro Mustang	\$ 24,730.82	Fulton - Personal Property	Corporation dissolved 5/16/2008	2000-2003
Western Pacific	Airline		39,223.87	13K Base Ad Valorem	Chapter 11 - February 1998	
Vanguard Airlines	Airline		9,236.07	Public Utility Digest - Clayton	Ceased Operations July 29, 2002	
PSINet Inc			11,862.94	Fulton - Personal Property		
Larry Jones	0 Camp Creek Pkwy		10,764.33	Fulton - Real	Parcel Mapping indicates plat is a public roadway/right of	1992-2014
F H Kilgore	0 Camp Creek Pkwy		6,058.76	Fulton - Real	Parcel Mapping discrepancy	1992-2014

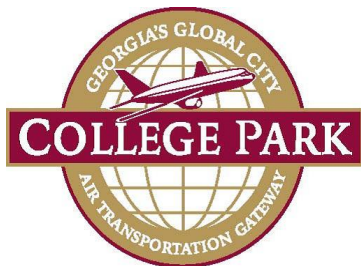
**City of College Park  
Department of Finance & Accounting  
Top Ten Delinquent Property Tax Accounts  
As of December 28th, 2020**

Lien	Taxpayer Name	Property Address	Business Name If Known	Amount	District - Tax Type	Additional Comments	Tax Years
	ComfortInn Atlanta Airport Hotel	1888 Sullivan Rd		\$ 15,112.58	Clayton - Personal	12/28/20 Left message with CPA firm responsible for valuation. Due Date was 10/30/20 - Personal Property Valuation Change.	2019
Filed	ATA Investments Various Investors	5271 W Fayetteville Rd		\$ 11,016.82	Clayton - Real	12/23/20 - Email correspondence with principal investors - Working with local representative of ownership group to facilitate payments, and informing of delinquency fees as they approach. Working on final wire transfer for 2019 balance. Informed 2020 Base Taxes are \$19.2K	2019
Filed	Aveum Investments	2227 & 2245 Godby Rd		\$ 5,250.45	Fulton - Real	9/10/20 Spoke with bankruptcy trustee - Filed claim with Northern District of Georgia US Bankruptcy Court	2019
Filed	Simply Books	Hartsfield Atrium	The Hudson Group	\$ 2,689.25	Clayton - Personal	12/22/20 Correspondence from contact at Hudson Group - Payments released and mailed - I'm waiting on receipt on checks	2019
Filed	Dover Cylinder Head	2539 Sullivan Rd		\$ 2,164.71	Fulton - Personal	11/17/20 No Contact made - 9/9/20 Possible Business Closure. Located a non-business mailing address of principal owner out of state- mailing statement	2019
Filed	Uncle Maddio's Pizza	Hartsfield Conc T	DNCTHS Atlanta Partners JV	\$ 1,690.39	Clayton - Personal	10/8/20 Emailed contact found on Bus License module	2019
	Hohwald Warren A	2152 W Lyle Rd		\$ 1,479.87	Fulton - Real	12/12/20 Homestead Exemption REINSTATED by County - Delinq Tax Liability goes away	2017-2019
Filed	DJ Paradise Chicken	4601 Welcome All Rd		\$ 1,349.12	Fulton - Personal	Researching business - Real Estate falls under City of South Fulton	2019
Filed	Advantage OPCO LLC	2200 Rental Car Center		\$ 1,105.41	Fulton - Personal	Chp 11 filing 5/29/20 - under Advanatage Holdco ET AL- claim info provided Legal counsel	2019
Filed	Tabb Andrew	5165 Hanover St		\$ 658.09	Clayton - Real	Paid 11/30/20	2019
				<u>\$ 42,516.69</u>			

Y Represents Lien filed against account.  
NA Signifies account has not met statutory requirement for lien to be filed

**Inactive Account - off active list - candidates to write-off**

Level Concrete Co.	2560 West Point Avenue	Proximity of Metro Mustang	\$ 24,676.58	Fulton - Personal Property	Corporation dissolved 5/16/2008	2000-2003
Western Pacific	Airline		39,223.87	13K Base Ad Valorem	Chapter 11 - February 1998	
Vanguard Airlines	Airline		9,235.65	Public Utility Digest - Clayton	Ceased Operations July 29, 2002	
PSINet Inc			11,838.14	Fulton - Personal Property		
Larry Jones	0 Camp Creek Pkwy		10,400.51	Fulton - Real	Parcel Mapping indicates plat is a public roadway/right of	1992-2014
F H Kilgore	0 Camp Creek Pkwy		5,951.13	Fulton - Real	Parcel Mapping discrepancy	1992-2014



# CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

## REG SESSION AGENDA REQUEST

DOC ID: 8547

**DATE:** December 30, 2020

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Althea Philord-Bradley, Director of Finance & Accounting

**RE:** Top 10 Delinquent Customers

**PURPOSE:** To update Mayor/Council regarding Top 10 delinquent customers, commercial and residential.

**REASON:** To keep updated on Top 10 commercial and residential accounts to ensure the accounts balances are current.

**RECOMMENDATION:** To deliver information to Mayor/Council by Customer Service team.

**BACKGROUND:** Each council meeting we deliver data that indicates who the Top 10 customers are based on balances owed, length of time unpaid.

**COST TO CITY:** N/A.

**BUDGETED ITEM:** N/A.

**REVENUE TO CITY:** N/A.

**CITY COUNCIL HEARING DATE:** January 4th, 2021.

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** N/A.

**AFFECTED AGENCIES:** N/A.

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** N/A.

**REQUIRED CHANGES TO WORK PROGRAMS:** N/A.

**STAFF:** Customer Service Manager

**ATTACHMENTS:**

- RF Aging 122920 Redacted (DOCX)
- CF Aging 122920 Redacted (DOCX)
- RC Aging 122920 Redacted (DOCX)
- CC Aging 122920 Redacted (DOCX)
- December 2020 Cut-on report 122920 - Redacted (XLSX)
- Top Ten Report 122920 - Redacted (XLSX)

**Review:**

- Althea Philord-Bradley Completed 12/29/2020 11:39 PM
- Rosyline Robinson Completed 12/30/2020 11:48 AM
- Mercedes Miller Completed 12/30/2020 12:12 PM
- Mayor & City Council Pending 01/04/2021 7:30 PM



City of College Park

A / R A G I N G

12/29/2020 10:39:40

Page: 1

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount	
Cycle: 1											
				150.07	114.05	153.87	843.75	1261.74	02/29/2020	315.00	T
				285.17	237.80	471.02	476.26	1470.25	08/27/2020	678.00	O
				1574.88	718.36	343.31	0.00	2636.55			T
				348.93	120.92	124.63	556.50	1150.98	08/11/2020	380.00	T
				300.12	127.54	171.81	608.33	1207.80	07/26/2020	350.00	T
				859.65	363.00	363.00	247.51	1833.16			O
				653.68	454.67	253.52	663.92	2025.79	10/26/2020	200.00	O
				544.41	208.48	333.18	407.13	1493.20	09/04/2020	362.00	T
				455.60	400.51	271.30	0.00	1127.41	11/19/2020	1500.00	
				435.33	382.77	322.48	670.35	1810.93	10/23/2020	322.48	T
				562.62	400.22	226.24	0.00	1189.08	11/19/2020	282.57	T
				397.47	208.53	323.00	352.98	1281.98	08/03/2020	239.65	T
				908.13	445.89	499.32	0.00	1853.34	10/26/2020		O
				432.32	251.41	304.46	481.80	1469.99	12/11/2020	330.76	
				344.34	220.60	469.53	0.00	1034.47	09/09/2020	320.77	O
				327.06	99.86	100.51	620.91	1148.34	07/09/2020	250.00	T
				539.11	328.28	690.17	9.83	1567.39	12/18/2020	200.00	
				1100.32	791.71	743.93	435.19	3071.15	10/02/2020	1000.00	O
				874.16	243.52	88.65	1766.01	2972.34	10/08/2020	414.00	T
				706.39	1128.74	0.00	0.00	1835.13	12/28/2020	400.00	T
				651.21	287.60	451.06	34.09	1423.96	12/22/2020	25.10	T
				541.50	553.47	846.31	0.00	1941.28	11/11/2020	1000.00	
				623.31	364.09	222.41	979.28	2189.09	05/05/2020		
				521.02	409.72	266.77	1793.97	2991.48	11/19/2020	500.00	T
				376.42	111.18	150.82	627.55	1265.97			T
				748.30	526.84	533.62	1326.52	3135.28	08/28/2020	395.50	T
<b>26 Subtotals for Cycle 001</b>				<b>15261.52</b>	<b>9499.76</b>	<b>8724.92</b>	<b>12901.88</b>	<b>46388.08</b>			

City of College Park

A / R A G I N G

12/29/2020 10:39:45

Page: 2

Cyc	Rte	Account Name	Home Phone	0 to	30	31 to	60	61 to	90	Over	91	Total	--- Last Payment --- Date	Amount	
Cycle: 8															
				532.38		574.94		417.79		920.86		2445.97	11/21/2020	100.00	O
				356.00		280.48		475.72		910.10		2022.30	09/16/2020	100.00	
				629.51		447.92		384.94		152.01		1614.38	11/30/2020	500.00	
				564.09		384.57		351.95		188.13		1488.74			O
				1289.52		329.09		237.01		0.00		1855.62	11/25/2020	400.00	
				994.51		693.50		632.10		1376.45		3696.56	09/08/2020	400.00	O
				341.17		186.63		270.16		255.91		1053.87	12/02/2020	250.00	T
				676.76		121.12		244.07		134.81		1176.76	11/18/2020	71.12	O
				542.04		204.65		127.63		197.32		1071.64	09/29/2020	325.00	T
				388.66		181.20		222.65		406.52		1199.03	09/29/2020	110.00	T
				506.17		106.66		116.17		382.72		1111.72			O
				466.93		167.59		177.58		262.94		1075.04	09/14/2020	1122.14	
				415.10		175.49		180.04		344.94		1115.57	09/30/2020	300.00	T
				507.87		222.45		197.56		86.91		1014.79			O
				721.20		865.62		543.46		71.43		2201.71	11/05/2020	50.00	T
				673.18		122.71		115.33		172.30		1083.52	08/11/2020	640.00	T
				533.05		144.66		196.74		145.81		1020.26	09/23/2020	500.00	T
				488.97		91.92		125.82		332.26		1038.97			T
				401.37		239.14		87.99		329.58		1058.08	12/04/2020	109.34	T
				388.43		201.71		236.54		381.46		1208.14	11/21/2020	100.00	T
				589.86		316.30		159.72		0.00		1065.88	11/20/2020	100.00	O
				392.05		473.75		251.61		701.60		1819.01	08/12/2020	390.00	T
				291.33		304.88		406.86		101.40		1104.47	12/15/2020	108.00	T
				261.38		47.68		43.09		807.62		1159.77	03/04/2020	150.00	T
				289.80		334.59		398.64		0.02		1023.05	09/29/2020	450.02	
				481.92		269.27		270.14		260.60		1281.93	09/14/2020	400.00	O
				418.20		256.46		150.79		343.09		1168.54	11/23/2020	150.00	T
				342.32		207.34		153.21		881.76		1584.63	04/16/2020	109.70	T
				374.93		154.85		139.25		369.31		1038.34	09/29/2020	400.00	T
				762.70		305.82		337.59		0.00		1406.11	09/28/2020	952.44	T
				420.37		271.79		353.15		0.00		1045.31	09/30/2020	423.47	O
				1052.84		368.60		90.52		0.00		1511.96	12/16/2020	100.00	T
				901.93		59.67		234.90		152.69		1349.19	12/08/2020	45.00	T
				721.43		135.32		188.64		0.00		1045.39			O
				608.29		239.89		249.15		64.45		1161.78	12/03/2020	600.00	T
				347.22		453.21		253.74		402.22		1456.39	08/31/2020	1746.29	T
				589.93		311.50		427.50		69.54		1398.47	12/04/2020	287.14	T
				604.76		388.86		286.16		230.42		1510.20	12/03/2020	766.90	T
				53.51		35.40		76.85		859.53		1025.29	03/06/2020	275.62	T
				499.41		182.52		250.65		1626.64		2559.22	10/01/2020	175.00	
				391.60		409.01		282.23		1079.88		2162.72	06/22/2020	56.09	T
				331.05		76.85		95.19		798.97		1302.06	08/11/2020	100.00	T
				258.75		65.25		104.73		1088.08		1516.81	12/28/2020	100.00	T
				504.49		117.47		322.52		547.71		1492.19			T
				276.20		102.77		143.21		783.44		1305.62	12/07/2020	95.00	T
<b>43 Subtotals for Cycle 008</b>				<b>23183.18</b>		<b>11631.11</b>		<b>11011.29</b>		<b>18221.43</b>		<b>64047.01</b>			

City of College Park

A / R A G I N G

12/29/2020 10:39:47

Page: 3

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount
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Cycle: 15

11095.81	5187.61	0.00	0.00	16283.42						O
315.75	105.68	10.78	670.46	1102.67	09/25/2020	1200.00				T
467.17	174.02	227.36	481.45	1350.00	09/22/2020	500.00				T
456.62	246.02	308.27	88.41	1099.32	09/22/2020	884.06				T
448.61	117.63	214.58	230.00	1010.82	10/02/2020	100.00				O
299.32	158.41	174.46	486.32	1118.51	06/16/2020	153.26				T
558.98	262.30	281.25	0.00	1102.53	09/23/2020	706.38				T
441.41	238.50	279.45	91.92	1051.28	11/17/2020	100.00				O
696.92	273.54	255.53	381.47	1607.46	09/19/2020	250.59				T
487.40	632.70	94.72	0.00	1214.82	11/20/2020	200.00				T
301.98	136.14	197.56	447.77	1083.45	07/15/2020	40.46				T
152.63	52.05	170.54	984.00	1359.22	08/31/2020	37.00				T
204.99	89.30	191.17	907.95	1393.41	08/13/2020	500.00				T
705.12	644.88	633.71	811.09	2794.80	09/22/2020	600.00				T

14 Subtotals for Cycle 015

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16632.71    8318.78    3039.38    5580.84    33571.71

83 Grand Totals

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55077.41                    22775.59                    144006.80

                                 29449.65                    36704.15

SELECTION CRITERIA

Minimum Balance:1000.00  
A/R Block 1:30  
A/R Block 2:60  
A/R Block 3:90

Filter:  
(category = 'rf' AND end\_date IS NULL)

City of College Park

A / R A G I N G

12/29/2020 10:39:49

Page: 4

Cyc	Rte	Account Name	Home Phone	0 to	30	31 to	60	61 to	90	Over	91	Total	--- Last Payment --- Date	Amount
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City of College Park

A / R A G I N G

12/29/2020 10:34:53

Page: 1

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount	
<b>Cycle: 1</b>											
				345.77	203.85	179.74	306.83	1036.19	10/13/2020	400.00	O
				2395.04	1200.38	0.00	0.00	3595.42	12/11/2020	1500.00	
				2049.49	1257.31	0.00	0.00	3306.80	10/28/2020	1268.98	O
				523.48	253.03	268.57	0.00	1045.08			T
				483.98	521.03	180.53	0.00	1185.54	12/15/2020	250.00	
<b>5 Subtotals for Cycle 001</b>				<b>5797.76</b>	<b>3435.60</b>	<b>628.84</b>	<b>306.83</b>	<b>10169.03</b>			
<b>Cycle: 8</b>											
				640.69	317.91	471.37	298.84	1728.81	12/10/2020		O
				1701.89	920.22	463.65	0.00	3085.76	12/03/2020	1000.00	T
				252.21	132.83	88.83	564.49	1038.36	02/07/2020	323.85	T
<b>3 Subtotals for Cycle 008</b>				<b>2594.79</b>	<b>1370.96</b>	<b>1023.85</b>	<b>863.33</b>	<b>5852.93</b>			
<b>Cycle: 15</b>											
				1601.80	738.58	738.58	461.23	3540.19	12/28/2020	738.58	O
				625.37	510.14	393.44	1092.54	2621.49	11/02/2020	100.00	T
<b>2 Subtotals for Cycle 015</b>				<b>2227.17</b>	<b>1248.72</b>	<b>1132.02</b>	<b>1553.77</b>	<b>6161.68</b>			
<b>Cycle: 21</b>											
				68.00	34.00	34.00	1124.10	1260.10	12/02/2020	50.00	O
<b>1 Subtotals for Cycle 021</b>				<b>68.00</b>	<b>34.00</b>	<b>34.00</b>	<b>1124.10</b>	<b>1260.10</b>			
<b>Cycle: 25</b>											
				961.62	0.00	480.81	961.62	2404.05	07/28/2020	480.81	T
<b>1 Subtotals for Cycle 025</b>				<b>961.62</b>	<b>0.00</b>	<b>480.81</b>	<b>961.62</b>	<b>2404.05</b>			
<b>12 Grand Totals</b>				<b>11649.34</b>	<b>6089.28</b>	<b>3513.60</b>	<b>4809.65</b>	<b>26061.87</b>			

City of College Park

A / R A G I N G

12/29/2020 10:34:53

Page: 2

Cyc	Rte	Account Name	Home Phone	0 to	30	31 to	60	61 to	90	Over	91	Total	--- Last Payment --- Date	Amount
=====														

SELECTION CRITERIA

Minimum Balance:1000.00  
 A/R Block 1:30  
 A/R Block 2:60  
 A/R Block 3:90

Filter:  
 (category = 'cf' AND end\_date IS NULL)

City of College Park

A / R A G I N G

12/29/2020 10:34:53

Page: 3

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount
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City of College Park

A / R A G I N G

12/29/2020 10:34:54

Page: 4

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount
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City of College Park

A / R A G I N G

12/29/2020 10:34:54

Page: 5

Cyc	Rte	Account Name	Home Phone	0 to	30	31 to	60	61 to	90	Over	91	Total	--- Last Payment --- Date	Amount
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City of College Park

A / R A G I N G

12/29/2020 10:37:36

Page: 1

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount	
<b>Cycle: 8</b>											
				361.32	104.61	114.94	721.05	1301.92	01/04/2020	99.52	T
<b>1 Subtotals for Cycle 008</b>				<b>361.32</b>	<b>104.61</b>	<b>114.94</b>	<b>721.05</b>	<b>1301.92</b>			
Cycle: 15											
				190.50	201.95	260.06	426.90	1079.41			O
				250.97	231.11	253.99	303.52	1039.59	10/26/2020		T
				347.11	237.50	293.55	182.25	1060.41	10/08/2020	293.55	T
				366.69	224.04	195.06	400.49	1186.28	08/14/2020	952.00	O
				328.85	214.10	265.82	199.97	1008.74	10/22/2020	200.00	T
				272.85	128.74	180.61	492.06	1074.26	06/13/2020	84.49	T
				1269.47	504.22	201.29	0.00	1974.98	11/16/2020	500.00	O
				601.48	406.62	510.52	1121.95	2640.57	12/17/2020	500.00	T
<b>8 Subtotals for Cycle 015</b>				<b>3627.92</b>	<b>2148.28</b>	<b>2160.90</b>	<b>3127.14</b>	<b>11064.24</b>			
<b>9 Grand Totals</b>				<b>3989.24</b>	<b>2252.89</b>	<b>2275.84</b>	<b>3848.19</b>	<b>12366.16</b>			

SELECTION CRITERIA

Minimum Balance: 1000.00  
 A/R Block 1:30  
 A/R Block 2:60  
 A/R Block 3:90

Filter:  
 (category = 'RC' AND end\_date IS NULL)

City of College Park

A / R A G I N G

12/29/2020 10:33:36

Page: 1

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount
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Cycle: 15

				1418.30	659.00	0.00	0.00	2077.30		0
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1 Subtotals for Cycle 015

				1418.30	659.00	0.00	0.00	2077.30		
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1 Grand Totals

				1418.30	659.00	0.00	0.00	2077.30		
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SELECTION CRITERIA

Minimum Balance:1000.00  
 A/R Block 1:30  
 A/R Block 2:60  
 A/R Block 3:90

Filter:  
 (category = 'CC' AND end\_date IS NULL)

City of College Park

A / R A G I N G

12/29/2020 10:33:36

Page: 2

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount
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December 2020 Reconnects					
Customer's Account #	Occupant code	Customer's Name	Date Work-orders were created	Balance Due @ Cut-Off	Amount paid @ Cut-on
	Prepared by K.Johnson		<b>Grand Totals</b>	<b>\$ 29,486.04</b>	<b>\$ 18,812.70</b>

12/16/2020	\$1,304.20	\$500.00
12/15/2020	\$1,180.19	\$600.00
12/15/2020	\$2,083.14	\$500.00
12/7/2020	\$1,710.50	\$1,175.80
12/7/2020	\$1,970.92	\$1,647.54
12/7/2020	\$1,323.36	\$1,050.00
12/4/2020	\$1,592.34	\$600.00
12/4/2020	\$1,804.74	\$2,300.00
12/4/2020	\$1,574.67	\$1,487.40
12/4/2020	\$2,032.66	\$1,400.00
12/4/2020	\$1,376.98	\$600.00
12/4/2020	\$922.12	\$922.12
12/4/2020	\$1,534.00	\$800.00
12/3/2020	\$1,443.09	\$1,500.00
12/3/2020	\$1,550.85	\$500.00
12/3/2020	\$1,996.74	\$900.00
12/3/2020	\$1,398.06	\$600.00
12/3/2020	\$1,322.40	\$1,129.84
12/3/2020	\$1,365.08	\$600.00

**Grand Totals: \$29,486.04 \$18,812.70**

September/October 2020 Reconnects					
Customer's Account #	Occupant code	Customer's Name	Date Work-orders were created	Balance Due @ Cut-Off	Amount paid @ Cut-on

	Prepared by K.Johnson		Grand Totals	\$ 15,297.32	\$ 11,666.49
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Page 2 Grand Total \$ - \$ -

	page*1
Remaining Balance	
<b>\$ 10,673.34</b>	

- \$804.20
- \$580.19
- \$1,583.14
- \$534.70
- \$323.38
- \$273.36
- \$992.34
- \$495.26
- \$87.27
- \$632.66
- \$776.98
- \$0.00
- \$734.00
- \$56.91
- \$1,050.85
- \$1,096.74
- \$798.06
- \$192.56
- \$765.08

**\$ 10,673.34**

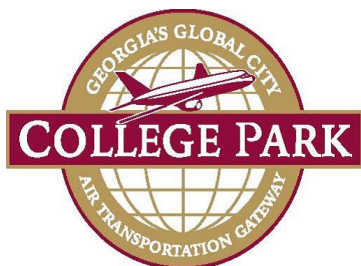


	page*2
Remaining Balance	

\$	3,630.83
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\$ -

City of College Park											
TOP TEN UTILITY CUSTOMER OUTSTANDING BALANCES											
12/29/2020											
Prepared By Kymberl Johnson											
<b>Business</b>											
Prior Adjustments	Payment Plan	Liens	BUSINESS NAME	ADDRESS	Power	Water & Sewer	Storm Water & Sanitation	Total Unpaid	CUT OFF LETTER	AGE OF DEBT	Notes or Status
n/a	No	No			\$4,297.02	\$1,309.43	\$909.07	\$6,515.52	Yes	30days	Account is Active customer filed Bankruptcy 11-03-2020.A account was est. in Nov. customer has not made a pymt.
n/a	No	No			\$1,931.54	\$130.31	\$507.32	\$2,569.17	Yes	30 days	A reminder letter was sent on 12-15-20.Electric disconnected 12-29-20.
n/a	No	No			\$2,543.86	\$0.00	\$0.00	\$2,543.86	Yes	30 days	Account is Active reminder letter was sent 12-10-20. Disconnection pending
n/a	No	No			\$2,245.97	\$0.00	\$87.44	\$2,333.41	Yes	30days	Account Active reminder letter was sent on Dec 15th. A pymt of \$1,500.00 on Dec.11th.
n/a	No	No			\$1,412.74	\$501.64	\$469.49	\$2,383.87	Yes	60days	Account is Active reminder letter was sent on Dec.17th. Disconnection pending
<b>Apartments</b>											
Prior Adjustment	Payment Plan	Liens	APARTMENT NAME	ADDRESS	Power	Water & Sewer	Storm Water & Sanitation	Total Unpaid	CUT OFF LETTER	AGE OF DEBT	Notes or Status
n/a	No	No			\$0.00	\$3,358.54	\$7,526.54	\$10,885.08	Yes	30 days	Account is Active reminder letter was sent on Dec10 th. New Apt Owner has not made a payment on this account as of 12-29-20.
n/a	No	No			\$2,801.61	\$0.00	\$0.00	\$2,801.61	Yes	30 days	Account is Active reminder was sent on Dec. 10th. Disconnection scheduled for Dec. 29th.
<b>Residential</b>											
Prior Adjustment	Payment Plan	Liens	CUSTOMER NAME	Account #	Power	Water & Sewer	Storm Water & Sanitation	Total Unpaid	CUT OFF LETTER	AGE OF DEBT	Notes or Status
No	No	No			\$1,929.94	\$1,041.92	\$321.43	\$3,293.29	Yes	180 days	Account is Active a reminder letter was sent on Nov. 19th. The account holder is a Senior Citizen.
No	No	No			\$1,914.28	\$831.97	\$171.43	\$2,917.68	Yes	90 days	Account is Active a reminder letter was sent on Dec.15th. The account holder is a Senior Citizen.
No	No	No			\$388.43	\$1,126.79	\$317.11	\$1,832.33	Yes	180 days	Account is Active a medical form has been placed on this account. Disconnection letter was sent on 12 10-20.
<b>TOTALS</b>					<b>\$19,465.39</b>	<b>\$8,300.60</b>	<b>\$10,309.83</b>	<b>\$38,075.82</b>			
		NUI	Signifies that Lien has not been filed due to legal statue (not property owner)								
		*	Represents Lien filed against account								
		N/A	Signifies account Lien has not been filed								
yes			Signifies account received prior billing adjustment								
N/A			Signifies account that has not received prior billing adjustment								



# CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

## REG SESSION AGENDA REQUEST

DOC ID: 8492

**DATE:** December 30, 2020

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Michelle Alexander, City Planner

**RE:** Public Hearing on the 2021 Comprehensive Plan Update

**PURPOSE:** To provide an opportunity for public comment on the 2021 Comprehensive Plan update.

**REASON:** To provide an opportunity for public comment on the 2021 Comprehensive Plan update.

**BACKGROUND:** The City is updating the Comprehensive Plan and would like to provide an opportunity for public comment as a kick-off to the project. The City Planner will give a brief overview of the procedure and then Council will open up the hearing for any public comment.

**COST TO CITY:** N/A

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:** January 4th, 2020

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** N/A

**AFFECTED AGENCIES:** N/A

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** N/A

**REQUIRED CHANGES TO WORK PROGRAMS:** N/A

**STAFF:** Planning

**Review:**

- Michelle Alexander      Completed      12/30/2020 11:30 AM
- Rosyline Robinson      Completed      12/30/2020 11:34 AM
- Mercedes Miller      Completed      12/30/2020 12:08 PM
- Mayor & City Council      Pending      01/04/2021 7:30 PM



# CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

## REG SESSION AGENDA REQUEST

DOC ID: 8515

**DATE:** December 31, 2020

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Mercedes Miller, Convention Center Executive Director

**RE:** Amadeus HRM 2020/21 Subscription Contract Approval Request

**PURPOSE:** Obtain approval from Mayor and Council to renew services provided by Amadeus, the licensure provider that enables GICC Sales and Operations Department's users to access our Delphi meeting software. Amadeus also provides storage for the data. This is an intricate part of our Sales/Operations Department's functions. See attached invoice.

**REASON:** To enable the Sales/Operations Departments to effectively and professionally deliver the high level of services requested by our clients with the greatest accuracy and efficiency.

**RECOMMENDATION:** We recommend approval by the Honorable Mayor and Council to renew the licensure subscription.

**BACKGROUND:** Amadeus is our current vendor. Invoice attached.

**YEARS OF SERVICE:** N/A

**COST TO CITY:** \$54,322.33

**BUDGETED ITEM:** Yes. Acct. # 555-7970-52-5730

**REVENUE TO CITY:** TBD

**CITY COUNCIL HEARING DATE:** January 4, 2021

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** N/A

**AFFECTED AGENCIES:** N/A

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** N/A

**REQUIRED CHANGES TO WORK PROGRAMS:** N/A

**STAFF:**

**ATTACHMENTS:**

- AH Invoice Georgia International Convention Center SIN214444 (PDF)
- Director's Memorandum for Amadeus Contract Services Renewal (DOCX)

**Review:**

- Mercedes Miller Completed 12/29/2020 5:19 PM
- Rosyline Robinson Completed 12/29/2020 5:20 PM
- Purchasing Completed 12/30/2020 10:43 AM
- Finance Completed 12/30/2020 10:55 AM
- Michael Hicks Completed 12/30/2020 11:22 AM
- Mercedes Miller Completed 12/30/2020 11:55 AM
- Mayor & City Council Pending 01/04/2021 7:30 PM

Doc No.	Date	Due Date	Net Terms	Currency	Page 1 of 2
SIN214444	30 Nov 2020	30 Dec 2020	Thirty (30)	USD	

Bill To: City of College Park  
 Georgia International Convention Center  
 2000 Convention Center Concourse  
 College Park, GA 30337  
 United States

Ship to: Georgia International Convention Center  
 2000 Convention Center Concourse  
 College Park, GA 30337  
 United States

Attention To: Robert Ligon

Attention To: Mercedes Miller

Account No.	Account Name	Contracting Entity	PO Number	VAT No.	Order No.
GEIN001	Georgia International Convention Center	City of College Park	MM62217		3127142

**Individual Product Description**

	Ref #	Units	Rate	Extended Price
<b>HRM™ - Force.com - Embedded Edition Plus - Limited User - Subscription</b> LOD-HRM-EMB+-LTD Subscription - Start: 6 Dec 2020 End: 5 Dec 2021	1	15	\$862.11	\$12,931.65
<b>HRM™ - Force.com - Embedded Edition Plus - Subscription</b> LOD-HRM-EMB+-SUB Subscription - Start: 6 Dec 2020 End: 5 Dec 2021	2	24	\$1,691.78	\$40,602.72
<b>SFDC   database.com 500MB Data Storage</b> LOD-SFDC_500MB-ANN Subscription - Start: 6 Dec 2020 End: 5 Dec 2021	3	2	\$393.98	\$787.96

**Tax Description**

	Rate	Tax Value
Sales Tax	8%	\$0.00
N/A - no applicable tax	N/A	\$0.00
N/A - no applicable tax	N/A	\$0.00

**Remittance Information**

**Thank you for paying prompt attention.**

Electronic payments to our bank account:  
 Citibank, 111 Wall Street, New York, NY 10043 USA;  
 Account #: 30999361; ABA #: 021000089; SWIFT Code: CITIUS33.

Please remit checks to:  
 Amadeus Hospitality Americas, Inc. 29618 Network Place, Chicago, IL 60673-1296  
 USA

Payments also accepted by credit card in USD at:  
<https://www.amadeus-hospitality.com/payments>

<b>Subtotal:</b>	\$54,322.33
<b>Sales Tax:</b>	\$0.00
<b>Invoice Total:</b>	\$54,322.33
<b>Payment Received:</b>	\$0.00
<b>Balance Due:</b>	\$54,322.33



Doc No.	Date	Due Date	Net Terms	Currency	Page 2 of 2
SIN214444	30 Nov 2020	30 Dec 2020	Thirty (30)	USD	

The recurring fees for subscription and/or support listed will automatically renew for one year unless an authorized representative or agent of the contracting party terminates the subscription and/or support by providing Amadeus with at least sixty (60) days advance written notice (including cancelling via this "Manage My Renewals" tool) prior to the expiration of the line item(s).



## CONVENTION CENTER MEMORANDUM NO. 2020-25

DATE: December 29, 2020

TO: The Honorable Mayor and Council

FROM: Mercedes Miller, Interim City Manager

SUBJECT: Amadeus HRM 2021 Contract Renewal Request

The purpose of this memorandum is to request approval by Mayor and Council to renew services provided by Amadeus. They are the licensure provider that enables GICC Sales and Operations Department users to access our Delphi meeting software. Amadeus also provides storage for the data. This service is an intricate part of our Sales/Operations Department's efficiency functions. The cost of this agreement is \$54,322.33. This is a budgeted item.



# CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

## REG SESSION AGENDA REQUEST

DOC ID: 8530

**DATE:** December 31, 2020

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Artie Jones, Director of Economic Development

**RE:** Six West Development - Phase I

Implementation of the 6 West Project is well underway. Several parcels have closed and there are several additional parcels currently under contract making their way to closing. Within a few of the more substantial acquisition it is required that the City of College Park provide certain deliverables up to and including engineered drawings for roadways, utilities available to property lines, and direct access to Camp Creek Parkway via street construction.

For a mixed-use project with so many complexities it becomes necessary that we employ a program management firm to manage the day-to-day process of making sure that all the projects are delivered on time and to hold all contractors and subcontractors accountable for their portion of the project. Staff request that BDR be considered for program management services during the initial portion of phase 1. This will allow staff to concentrate on disposing of more BIDA property via sales and brokering more developments for the development.

Staff request the City Council to authorize the Mayor to execute a contract with BDR to provide program management services to the City of College Park's Six West development for up to \$35k. The hourly rates to be paid are included within BDR's proposal.

The account that these funds are to be charged is the Tax Allocation District Fund Balance Account which are funds set aside to pay for nothing more than projects and services that are located within College Park's Tax Allocation District #1 - Downtown & Airport Gateways.

The funds available as of **December 2020 is as follows and highlighted below:**

\$645,332 Fiscal Year End Balance - 06/30/2020  
\$232,990 Collections to date  
 \$878,322 Current funds Available  
 (\$250,000) Moody's Garage Purchase  
(\$261,000) Rhodes Street Bridge Design

\$367,322 Balance after deductions  
\$ 15,000 Funds anticipated to be received from COCP  
 \$382,322 Total Anticipated 2021 budget moving forward

There are adequate funds available in the TAD funds balance account to pay for the program management services of \$35k as outlined.

**ATTACHMENTS:**

- Six West PM Proposal (BDR) (PDF)
- Sole Source Form (PDF)

**Review:**

- Artie Jones Completed 12/22/2020 1:46 PM
- Rosyline Robinson Completed 12/22/2020 2:34 PM
- Althea Philord-Bradley Completed 12/28/2020 3:58 PM
- Loretta Washington Completed 12/23/2020 3:27 PM
- Jackson Myers Completed 12/28/2020 8:20 AM
- Michelle Alexander Completed 12/28/2020 9:27 AM
- Purchasing Completed 12/30/2020 10:43 AM
- City Attorney's Office Completed 12/30/2020 6:10 PM
- Mercedes Miller Completed 12/31/2020 8:43 AM
- Mayor & City Council Pending 01/04/2021 7:30 PM



City of College Park

# Six West Development Phase-1

# Program Management Services

Submitted to: Mr. Artie Jones III, Director of Economic Development  
December 21, 2020



# Cover Letter

**December 21, 2020**

**Artie Jones, III**  
Director of  
Economic Development

**City of College Park**  
3667 Main Street  
College Park, GA 30337

**RE: Proposal for Program Management Services  
Six West Development - Phase 1**

**Mr. Artie Jones, III,**

Thank you for the opportunity to submit our proposal for Program Management Services for the Six West Development Project - Phase 1. We have successfully managed projects in the City of College Park at Woodward Academy, completed preliminary strategic planning for the Conley Recreation Center renovations, and managed the design and construction of the Gateway Center Arena @ College Park.

This is an exciting time for the City of College Park. The Six West Development is an important catalyst for continued development that will be integral to the economic growth of the City and South Fulton. BDR is delighted for the opportunity to continue our partnership with the City of College Park.

BDR understands the needs of this initiative, and we are dedicated to the complete success of this endeavor. We look forward to working directly with you, Ed Wall and your entire development team. We are prepared to begin this scope of services immediately.

Please contact me at your convenience should you have any questions.

Warmest Regards,



**Jesse Frasier,**  
Partner, BDR Partners

# About BDR



## Company Info



Advisory



Planning



Management

**BDR Partners, LLC.**  
1155 Mount Vernon Hwy  
Suite 800  
Atlanta, Georgia 30338

50 N Laura Street  
Suite 2500  
Jacksonville, FL 32202

404.881.9600

[bdrpartners.com](http://bdrpartners.com)

## Point of Contact

**Jesse Frasier**, Partner  
678.852.7559  
[jesse.frasier@bdrpartners.com](mailto:jesse.frasier@bdrpartners.com)

BDR is a professional services firm specializing in owner representation for the planning and program management of capital facility projects. Since BDR's inception in 2008, our staff of industry-leading professionals have overseen the planning and execution of a multitude of exceptional development programs. Our partners and executive leadership come from a background of the contracting, architecture, engineering and owners. BDR professionals comprise a multi-disciplinary consultant team uniquely suited to cohesively integrate with your administrators, staff to ensure the goals of your projects are fully achieved.

Headquartered in Atlanta, Georgia, with an office in Jacksonville, Florida, the BDR team is dedicated to serving the needs of our clients through strategic planning and project management and staff augmentation. We analyze each project holistically with a unique focus that provides our clients with the highest level of service while ensuring the most cost-effective approach that meets the overall timeline.

In addition to providing a high level of technical excellence, we are invested in the success of the projects that we undertake because exceeding our clients' expectations is representative of our culture. As an integrated, highly performing team, the spirit of respect and friendship derived from our collaborative



# Scope of Services

Program Management is the process of managing several related projects, often with the intention of improving an organization's performance. The program manager has experience and expertise to provide the necessary oversight to support project-level activity to ensure the overall program goals are met.

BDR's working knowledge of the City of College Park, the multiple stakeholders and the over-arching goal for economic development allows us to truly be your advocate. We truly understand the effort and collaboration required to guide the Six West Development Phase-1 program.

## Phase -1 Program Management Services

- Collaboration with the Owner (City of College Park) and the multiple project Stakeholders (2 Residential Developers, 1 Office Developer, 1 Hotel Developer)
- Define the overall Phase-1 program
- Weekly project reporting to the City of College Park and the appropriate Stakeholders
- Establish and maintain communications protocol
- Promote timely decision-making by the City of College Park and the Stakeholders
- Maintain the vision and goals of the City of College Park throughout the project
- Develop overall Phase-1 program schedule
- Validate individual project budgets that fold up into the overall Phase-1 program
- Develop overall Phase-1 program budget
- Collaborate with the City of College Park to establish cash flow projections
- Review all consultant and construction contracts
- Collaborate with the City of College Park's procurement department on any Consultant or General Contractor RFP's for additional services that may be required to execute the Phase -1 program
- Coordinate all site due diligence that has yet to be completed
- Design document review
- Manage project permitting

***See Exhibit A for Phase -1 Anticipated Limits of Work***



# Proposed Fee

Proposed is an Hourly Fee based on the following:

**Anticipated Project Duration:**

12 Months: January 1, 2021 – December 31, 2021

**BDR Hourly Rates:**

The following hourly rates will apply for BDR.

- Program Director ..... \$225.00/hr
- Sr. Project Manager..... \$200.00/hr
- Project Manager ..... \$185.00/hr
- Project Administrator..... \$75.00/hr

**Reimbursable Expenses**

The cost for mileage directly associated with this project will be billed to the City of College Park at 1.0 times the prevailing IRS rate cost. All basic copying services are included in the lump sum fee above. Any exceptional expenses for reproduction and out-of-pocket costs will be presented to the City of College Park for advanced approval.

**Estimated Effort**

BDR estimates an average of 20 hours per week based on our current understanding of the Program Manager’s scope of services. BDR will closely monitor this effort and subsequent invoicing. Should BDR’s scope of services change or require extraordinary effort, BDR will inform the City immediately and obtain approval prior to expending the additional effort. The 20 hour estimate is broken down as follows:

## Project Team



12 hrs/wk

**Jesse Frasier**

**Program Director**



5 hrs/wk

**Hector Morales**

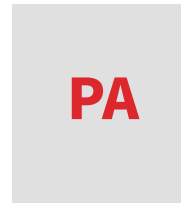
**Sr. Project Manager**



**PM**

2 hrs/wk

**Project Manager**



**PA**

1 hr/wk

**Project Administrator**

**City of College Park**

Signature: \_\_\_\_\_

Name / Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BDR Partners**

Signature:  \_\_\_\_\_

Name / Title: Jesse Frasier

Date: 12/21/20

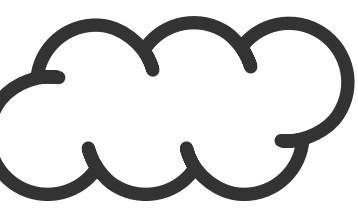

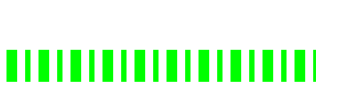





# Exhibit A: Phase-1 Anticipated Development

## SIX WEST MASTER PLAN

- HEADQUARTERS OFFICE DISTRICT
- GOLF ENTERTAINMENT DISTRICT
- CAMP CREEK DISTRICT
- LUXURY RETAIL DISTRICT
- DOWNTOWN INFILL COMMERCIAL INCREMENTAL DISTRICT



### Legend:

-  Phase-1 anticipated limits of work
-  Road and Infrastructure - Rhodes Street (Existing road location to be upgraded to support Camp Creek District and future expansion)
-  New road and infrastructure to Princeton Ave
-  New Roundabout (w/ spurs for future expansion)
-  Reconfiguration of golf course layout
-  *New vehicular bridge over existing tributary (Design underway by Kimley Horn)*





SOLE/SINGLE SOURCE/ SOLE BRAND  
REQUEST FORM

Date:	December 29, 2020
To:	Mercedes Miller, Interim City Manager 
Thru:	Althea P. Bradley, Finance Director 
From (department):	Economic Development / BIDA
Product/Service Description:	Program Management Services

Section I

It is the policy of the City of College Park to consistently purchase goods and services using full and open competition. The taxpayers in College Park are best served when we make sound business decisions based on competitive bids or proposals. However, there may be instances when other than full and open competition may be justified. When the user department(s) determines that other than full and open competition is necessary or in the best interest of City of College Park, appropriate justification for that course of action must be submitted to the City Manager for approval in order to waive the competitive procurement process.

**Sole Source** (use for single purchase only) the supply of a product or service so exclusively qualified that it is only available from a solitary source.

**Single Source** (use for single purchases only) the supply of a product or service which may be available from multiple sources, but a specific vendor is uniquely\* qualified and meets the users' requirements

**Sole Brand** (use for single purchases only) this is a specified service or product that has unique specifications to successfully meet the needs of the department and no alternate brands are acceptable

**Standardization** (used for multiple purchases and can be combined with the above; i.e. Standardization/Sole Source, Standardization/Sole Brand, Standardization/Sole Source/Sole Brand, etc.) This is the procedure of maintaining methods and equipment as constant as possible because of measurable benefits to the department. Competition among distributors of a standardization brand will be attained if possible.

Requested by: Artie Jones, III

Date: December 29, 2020



## Section II

## QUESTIONNAIRE ALL QUESTIONS MUST BE ANSWERED

Order placed by:	Artie Jones, III, Executive Director of Clearly College Park
Proposed Vendor:	BDR
Product(s):	Program Management
Estimate Cost of Purchase	\$35k

1. Explain why the product/service requested is the only product/service that can satisfy your requirements and explain why alternatives are unacceptable. Be specific with regard to specification, features, characteristics, requirements, capabilities and compatibility. Describe what steps have been undertaken to make this determination.

BDR has a proven track record with the City of College Park as witnessed by the program management of the Gateway Arena project. Time is of the essence if College Park would like to close on the properties that are currently under contract to sale to end-users. Ed Wall, Jackson Myers, Michelle Alexander, and I have met via zoom with BDR to discuss the dilemma that the City finds itself and BDR has sufficiently addressed our questions and provided a proposal that will help the city to address the short-term issues that have been raised.

2. Please describe your market research and the result thereof. This should include a description of other similar sources or products available in the market, if any, and why they are not acceptable.

A program manager responsibility is to manage and oversee projects from beginning to end. They deal with a more detailed monitoring of scope, schedule, and resources, such as creating and leading a project team. The project manager is the one who is tasked with delivering a successful project, on time and within budget. Yet the 6 West project does not require your typical project manager. The 6 West project requires a project manager that has the bandwidth to manage a mix-use development which has layers and layers of very complex professionals, numerous budgets to include infrastructure and some vertical development, complex funding mechanisms which may or may not exist currently, and a critical timeline that various thresholds need to be attained. City staff has researched BDR's past projects and has deemed that they are equipped to address our program management needs.

3. Explain the consequences(s), including a dollar estimate of the financial impact, if this item is not approved for the determination above.

The goal that staff is attempting to accomplish is to close real estate deals prior to end of FY2021. For the closings to happen the program management role needs to be filled with a competent firm to stay on top of all the deliverables that the City of College Park is responsible for that is required for real estate closings to commence. The financial impact of not moving forward with hiring a program management firm is estimated to be between \$8 million and \$12 million dollars.

4. I certify that the above statements are true and correct, to the best of my knowledge. I also certify that prices obtained are fair and reasonable. I also certify that neither I, nor my family members, will gain or receive any additional benefit because I have recommended that this acquisition be obtained solely from a designated vendor or contractor.

Artie Jones, III, Executive Director of Clearly College Park

<b>APPROVAL AUTHORITY:</b> In accordance with the City of College Park Purchasing Manual procedures it is requested that you review that information contained herein and make your recommendation begin/continue the above requested procurement.	
Approved By: Interim City Manager	Date: 12/31/2020
<i>Mercedes Miller</i>	



# CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

## REG SESSION AGENDA REQUEST

DOC ID: 8512

**DATE:** December 30, 2020

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Hugh Richardson, Power Director

**RE:** Sewer Credits for Customers With Cooling Towers

**PURPOSE:** To provide a credit for those customers for water diverted from the sewer system.

**REASON:** Seven commercial accounts provide water for heating/cooling systems that do not enter the City's sewer system. Therefore, they receive credits for these charges each year.

**RECOMMENDATION:** Approve the amounts as presented to be credited to each account.

**BACKGROUND:** For the past several years, the commercial accounts of Marriott, Boxer F2 LP (Waterstone), Sysco, Westin, FAA, Embassy Suites, and the GICC have had separate water meters installed to measure the flow of water going to their cooling towers. These meters are on the load side of the City water meter and owned by the customer.

**COST TO CITY:** \$79,906.60

**BUDGETED ITEM:** Yes. Account #: 505-4400-53-4222, Sales - Commercial Sewer

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:** Jan. 4, 2020

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** N/A

**AFFECTED AGENCIES:** N/A

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** N/A

**REQUIRED CHANGES TO WORK PROGRAMS:** N/A

**STAFF:** Power Department, Water & Sewer Department

**ATTACHMENTS:**

- Cooling Tower Sewer Credits 2020 (PDF)

**Review:**

- Hugh Richardson Completed 12/09/2020 11:42 AM
- Rosylene Robinson Completed 12/17/2020 9:04 AM
- Mike Mason Completed 12/22/2020 12:09 PM
- Finance Completed 12/28/2020 4:49 PM
- Mercedes Miller Completed 12/30/2020 12:09 PM
- Mayor & City Council Pending 01/04/2021 7:30 PM

Cooling Tower Sewer Credits  
2019 - 2020

Account #	Name	Meter #	Previous Read	Current Read	KGAL Usage	Credit	GL Account
40270778	Marriott 4711 Best Road	5095 90540	44017 0	44598 1822	581 1822	\$3,369.80 \$10,567.60	505-4400-34-4222
40271010	Boxer F2 LP 4751 Best Road	8202	3876	4337	461	\$2,673.80	505-4400-34-4222
40272475	Sysco 2225 Riverdale	9877	47132	51565	4433	\$25,711.40	505-4400-34-4222
40270785	Westin 4737 Best Road	5399	7922	8315	393	\$2,279.40	505-4400-34-4222
10241460	FAA Bldg.	7605 9077	39445 5222	40434 5611	989 389	\$5,736.20 \$2,256.20	505-4400-34-4222 505-4400-34-4222
40291262	Embassy Suites 4700 Southport	16010786	2321	3080	759	\$4,402.20	505-4400-34-4222
10726220	GICC	17765	17387	21337	3950	\$22,910.00	505-4400-34-4222

Total Credits

13777    \$79,906.60





# CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

## REG SESSION AGENDA REQUEST

DOC ID: 8510

**DATE:** December 30, 2020

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Acting City Manager

**FROM:** Jackson Myers, Special Projects Administrator

**RE:** Construction Management Firm for Global Gateway Connector Bridge

**PURPOSE:** The purpose is to select an engineering firm that would manage the construction phase of the Global Gateway Connector Bridge and the multi-use. The firm will provide construction engineering inspections services for the bridge and trail and construction administration services associated with the grant.

**REASON:** The Prime Engineering Team (Prime Engineering, STV and Pentagon 540) completed the engineering drawings for the Globe Gateway Connector Bridge and the multi-use trail. Staff believes that the Prime Engineering Team will be the best firm to manage this project. Prime Engineering was selected following the GDOT Qualifications Based Selection criteria and was selected out of 9 qualification packages previously submitted. Furthermore, Prime Engineering is one of our engineering firms for on call engineering services.

**RECOMMENDATION:** Approve the selection of Prime Engineering Team for construction management of the Globe Gateway Connector Bridge and the multi-use trail.

**BACKGROUND:** Prime Engineering completed the engineering drawing for the Globe Gateway Connected Bridge and the assist multi-use trail. Furthermore, they have assisted with the securing the funding for the project.

Project funds where provide by Atlanta Regional Commission from the Surface Transportation Block Grant Program (STBG), which were awarded to implement projects which support the goals and objectives of the Atlanta Region's Plan.

The project is a proposed multi-use trail that begins at the People Mover Station on the Georgia International Convention Center (GICC) property and then continues as a 10-foot wide trail to the north through the GICC Complex and parking lot and then between the parking lot and existing detention pond on the northside of the site. Once past the detention pond the trail changes to 12-foot wide and ramps down toward Camp Creek Parkway and crosses it with one

signature bridge, then crosses Colonial and Plantation Pipelines before ramping back down to grade at the intersection of Napoleon Street and Yale Avenue. The ramps will be MSE walls. The trail then proceeds east along Yale Avenue and eventually to Main Street (downtown College Park). The project has a total project length of 1.06 miles.

- The proposed College Park pedestrian bridge and multi-use trail will help safely connect downtown College Park, the MARTA train station and area businesses to the Georgia International Convention Center (GICC), the Gateway Center Arena (the new multi-use arena that host the Atlanta Hawks G-League Team, the Fox Theatre, and the WNBA team, the Atlanta Dream), the Atlanta Airport People Mover (SkyTrain), and area hotels and office buildings.
- The bridge will enhance the community's access to the South Fulton County Health Department, schools, and markets, which would otherwise be incredibly unsafe when crossing Camp Creek Parkway traffic.
- The multi-use trail and bridge will provide a designated, safe walking path between these hubs without people having to cross Camp Creek Parkway (38,800 vehicles per day) at grade or walking along the side of Roosevelt Highway (14,700 vehicles per day), both major arterials with significant, fast-moving traffic.
- In addition, the new pedestrian bridge across Camp Creek Parkway has been designed to enhance the vehicular traffic's sense of arrival to downtown College Park and Hartsfield-Jackson Atlanta International Airport, the world's busiest passenger airport. The project includes a welcoming arch bridge that will be a focal point for vehicles entering and leaving area.

#### Project Benefits

- Increase land values
- Increase short- and long-term employment opportunities
- Position development of 300 acres of vacant land
- Promote long term economic growth
- Increase walk ability and decrease pedestrian-vehicle risks

#### **YEARS OF SERVICE:**

**COST TO CITY:** Prime Engineering fee \$595,140.00

**BUDGETED ITEM:** This item is not budgeted, however there is \$705,416 available as of 06/30/2020 in the SPLOST fund. The City collects an estimated \$20K monthly is special local optional sales tax.

**REVENUE TO CITY:** Yes, in the amount of Grant Funding Federal **\$7,057,645**  
Local Match **\$1,411,529.00**

**CITY COUNCIL HEARING DATE:** January 4, 2021

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:** None

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** None

**REQUIRED CHANGES TO WORK PROGRAMS:** None

**STAFF:**

**ATTACHMENTS:**

- 0015080 - Notice to Proceed to Bid to Local Government 12 01 2020 (PDF)
- Fwd 0015080 - Authorised Funding (MSG)
- LCI Transportation Project awards Dec 2020 (PDF)
- Letter of Support - College Park Bridge - 6.14.2019 (PDF)

**Review:**

- Jackson Myers Completed 12/21/2020 10:24 AM
- Rosylne Robinson Completed 12/23/2020 2:17 PM
- Purchasing Completed 12/30/2020 10:44 AM
- Althea Philord-Bradley Completed 12/30/2020 6:01 PM
- City Attorney's Office Completed 12/30/2020 6:09 PM
- Mercedes Miller Completed 12/31/2020 8:40 AM
- Mayor & City Council Pending 01/04/2021 7:30 PM



**Russell R. McMurry, P.E., Commissioner**  
 One Georgia Center  
 600 West Peachtree Street, NW  
 Atlanta, GA 30308  
 (404) 631-1000 Main Office

December 1, 2020

PI No. 0015080, Fulton County  
 Global Gateway Connector

The Honorable Bianca Motley Broom, Mayor  
 City of College Park  
 3667 Main Street  
 College Park, GA 30337

**Subject: Notice to Proceed to Advertise**

Dear Mayor Broom,

This serves as your Notice to Proceed to advertise for bids on the above referenced project. As per state and federal law, you are reminded the City of College Park must publish bid advertisements for a minimum of two consecutive weeks starting at least three weeks in advance of the bid opening. The advertisement shall be published in the local legal organ. Competitive bidding practices must be followed in the award of the contract.

When the sponsor is ready to recommend a Contractor for the project, the Sponsor shall notify the Department in writing in tabular form with a list of all bidders and the bid amount for each bidder. This form shall include all DBE Contractors with percentages for each bidder on the list. The Budget Estimate shall be included as submitted for the letting for the recommended Contractor. DBE Goals and forms must be included in the Bid Documents.

DBE Goal: 10%

The Sponsor shall ensure all contracts as well as any subcontracts for the construction of the project shall comply with the Federal and State legal requirements imposed on the Department and any amendments thereto. The Sponsor is required and does agree to abide by those provisions governing the Department's authority to contract, specifically, but not limited to, Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the Department's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; and the Department's Standard Specifications and Special Provisions.

The Contract shall not be awarded until a Construction Agreement has been executed and a written Notice to Proceed to Construction is given by the Department.

Please contact the Project Manager, Olusola Adekonojo, at (404)-631-1545 or oadekonojo@dot.ga.gov should you have any questions or concerns.

Sincerely,

For: Kimberly W. Nesbitt  
 State Program Delivery Administrator

*JWM OTA*  
 KWN:KESD:JWM:OTA

cc: Kathy Zahul P.E., District 7 Engineer

**Rosylie Robinson**

---

**From:** Jackson Myers  
**Sent:** Wednesday, December 9, 2020 12:19 PM  
**To:** P. E. Kalyne Keeney  
**Subject:** Fwd: 0015080 - Authorised Funding

Sent from my iPhone

Begin forwarded message:

**From:** "Adekonojo, Olusola T" <[OAdekonojo@dot.ga.gov](mailto:OAdekonojo@dot.ga.gov)>  
**Date:** December 9, 2020 at 10:42:29 AM EST  
**To:** Jackson Myers <[jmyers@collegeparkga.com](mailto:jmyers@collegeparkga.com)>  
**Subject:** 0015080 - Authorised Funding

Good day Mr. Myers,

As discussed CST funding per PI 0015080 was authorised on 11/25/2020 as:

Federal \$8,822,056.25

Local \$1,255,441.75

Regards

Sola Adekonojo, PMP  
D7B Project Manager



Office of Program Delivery  
600 West Peachtree Street, 25th Floor  
Atlanta, GA 30308  
Office: 404-631-1545  
Cell: 470-633-7433  
Fax: 404-631-1588  
Email: [oadekonojo@dot.ga.gov](mailto:oadekonojo@dot.ga.gov)

---

Georgia is a state of natural beauty. And it's a state that spends millions each year cleaning up litter that not only mars that beauty, but also affects road safety, the environment and the economy. Do your part – don't litter. How can you play an active role in protecting the splendor of the Peach State? Find out at <http://keepgaclean.com/>.

**2020 LCI Transportation Project Awards**  
*(2019 TIP Solicitation, FY2020-2025 funds)*

ARC Jurisdiction	Sponsor	Project Name	Description	LCI/Federal Award
Atlanta	City of Atlanta (Midtown Alliance)	15 <sup>th</sup> Street Extension Project	This project expands the street grid, connects to the Arts Center MARTA Station and provides new bicycle and pedestrian connections. PE was previously funded through the LCI program.	\$2,023,456
Atlanta	City of Atlanta (ADID)	South Downtown Pedestrian Enhancements	Peachtree Street from Alabama St to Trinity Ave will be reduced from 4 through lanes to two. On-street parking, medians, mid-block crossings, bulb outs, and buffered sidewalks will be added. This project will reduce speeds, improve safety and access, and help to activate and enhance the heart of downtown Atlanta.	\$2,800,000
Cobb	Cobb County (Cumberland CID)	Cumberland Multi-Modal Segment C	This project will construct a 14' path along Cobb Pkwy, Galleria Drive and Galleria Pkwy. It will also add pedestrian signals, medians, ADA upgrades and new crosswalks. It will enhance pedestrian connections to Cumberland Mall, Cobb Galleria, office, retail, hotels and the Battery/Braves development.	\$6,440,000
DeKalb	City of Chamblee	Chamblee Rail Trail Extension	The proposed trail will connect to multiple destinations in downtown Chamblee including the Chamblee MARTA station, existing and planned senior housing and mixed-use developments. LCI previously funded a scoping study for this project.	\$4,400,000
DeKalb	DeKalb County	Kensington MARTA Station Trails & Road Diets	This project will improve safety and connectivity to the Kensington MARTA Station from multiple apartment complexes. It will achieve this by reducing the number of travel lanes on Kensington Rd. and Mountain Dr. from four lanes to three, constructing a multi-use path, crossing island and pedestrian signals.	\$4,400,000
Douglas	City of Douglasville	Dallas Hwy Corridor Improvements	Dallas Hwy was recently taken off the state route system and new fixed route transit service began running on the corridor. This project will create a more walkable street by enhancing bus stops, filling sidewalk gaps, and installing a 14' path and a roundabout.	\$5,800,000
Fulton (North)	City of Alpharetta	North Point Pkwy Complete Street	This project will transform North Point Pkwy from Mansell Rd. to Haynes Bridge Rd. by replacing narrow sidewalks with a 12' multi-use path, transit signal priority and bus stop enhancements and green infrastructure.	\$6,600,000
Fulton (South)	City of College Park	Global Gateway Pedestrian Connector	This project will construct a multi-use path and pedestrian bridge across Camp Creek Pkwy to connect the Georgia International Convention Center, hotels and the airport to downtown College Park, MARTA station and the planned "Airport City" mixed-use development. ARC previously funded engineering and this project is "shovel ready".	\$7,057,645
Gwinnett	City of Buford	Moreno St Pedestrian Improvements	This project provides sidewalks, ADA upgrades, a buffer between the street and sidewalk, and shared lane markings and crosswalks, servicing many of the downtown businesses. ARC previously funded design and the City is self-funding right-of-way acquisition and relocating utilities underground.	\$2,240,000
<b>TOTAL</b>				<b>\$41,761,101</b>

Congress of the United States  
House of Representatives  
Washington, DC 20515-1013

June 14, 2019

Mr. Doug Hooker, Executive Director  
Atlanta Regional Commission  
229 Peachtree Street NE  
Suite 100  
Atlanta, GA 30303

Dear Mr. Hooker:

As the United States Congressman for the Thirteenth District of Georgia, I would like to convey my strong support for the Gateway Bridge project in College Park. I have been informed that the City of College Park is seeking \$9,242,155 in funding, with a 20% commitment to matching funds from College Park to complete the plans. This project will be a crucial step in relieving some of the city's congestion, increasing regional economic impact, and serving as a major project improving access to Hartsfield-Jackson Atlanta International Airport.

As you know, the City of College Park is in the heart of the Atlanta Aerotropolis, adjacent to the world's busiest airport, Hartsfield-Jackson Airport, and home to the second largest convention center in the State of Georgia. The area has seen an annual increase in traffic of nearly 5%. This project, coupled with other existing efforts to alleviate local congestion, will provide an incredible economic boon to the City of College Park and surrounding areas. Most importantly, it will promote long term growth, increase land values, improve vehicular and pedestrian safety, and provide improved access for citizens.

I want to thank you again for your continued leadership and support for the Thirteenth District, and would like to reiterate my continued support of the incredible work that the City of College Park is engaged in. I hope that ARC will continue to prioritize funding of these projects in your upcoming funding cycle.

Sincerely,



David Scott  
Member of Congress

DS:dn





# CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

## REG SESSION AGENDA REQUEST

DOC ID: 8493

**DATE:** December 30, 2020

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Mike Mason, Public Works Director

**RE:** 2021 (LMIG) Street List

**PURPOSE:** To submit the City's application and resurfacing project list of streets to The Georgia Department of Transportation (GDOT) for consideration under the 2021 Local Maintenance & Improvement Grant Program (LMIG).

**REASON:** GDOT requires local governments to submit a list of resurfacing projects during the application period to be eligible to receive funding through their 2021 (LMIG) program.

**RECOMMENDATION:** Mayor and City Council approve the City's 2021 LMIG Street Resurfacing Project List for submittal to The Georgia Department of Transportation.

**BACKGROUND:** The City received notification from GDOT regarding their acceptance of application from municipalities to participate in 2021 LMIG Grant Program. The Department of Public Works has commenced the process of completing all necessary documents for submittal. The deadline for submittal is February 1, 2021.

**YEARS OF SERVICE:** N/A

**COST TO CITY:** To be determined based on bid prices received during the Request for Proposal process.

**BUDGETED ITEM:** No, a budget adjustment will be required in order to provide the necessary minimum 10% matching funds.

**REVENUE TO CITY:** No

**CITY COUNCIL HEARING DATE:** January 4, 2021

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** None



**AFFECTED AGENCIES:** No

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** No

**REQUIRED CHANGES TO WORK PROGRAMS:** No

**STAFF:** Raymond Cotton

**ATTACHMENTS:**

- 2021 LMIG Resurfacing Project List Mayor and City Council (XLSX)
- 2021LMIG Map Location(PDF)

**Review:**

- Mike Mason Completed 12/22/2020 1:33 PM
- Rosyline Robinson Completed 12/22/2020 2:44 PM
- Mercedes Miller Completed 12/30/2020 11:52 AM
- Mayor & City Council Pending 01/04/2021 7:30 PM

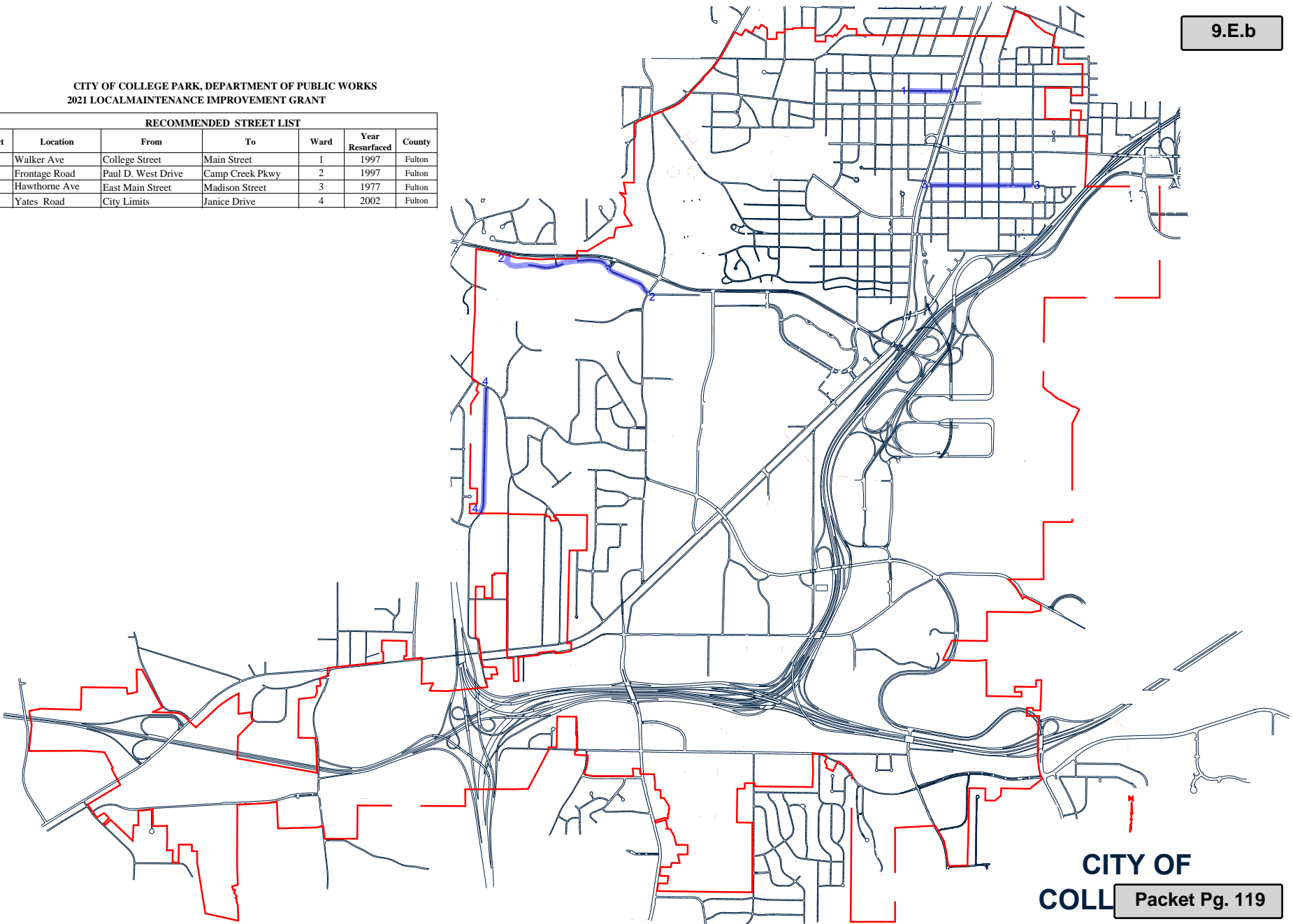
**CITY OF COLLEGE PARK, DEPARTMENT OF PUBLIC WORKS  
2020 LOCALMAINTENANCE IMPROVEMENT GRANT**

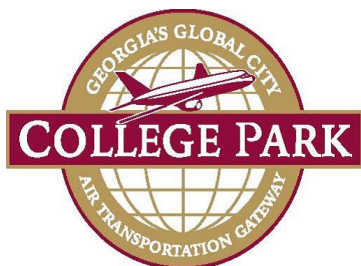
**RECOMMENDED STREET LIST**

<b>Project</b>	<b>Location</b>	<b>From</b>	<b>To</b>	<b>Ward</b>	<b>Year Resurfaced</b>	<b>County</b>
1	Walker Ave	College Street	Main Street	1	1997	Fulton
2	Frontage Road	Paul D. West Drive	Camp Creek Pkwy	2	1997	Fulton
3	Hawthorne Ave	East Main Street	Madison Street	3	1977	Fulton
4	Yates Road	City Limits	Janice Drive	4	2002	Fulton

CITY OF COLLEGE PARK, DEPARTMENT OF PUBLIC WORKS  
2021 LOCAL MAINTENANCE IMPROVEMENT GRANT

RECOMMENDED STREET LIST						
Project	Location	From	To	Ward	Year Resurfaced	County
1	Walker Ave	College Street	Main Street	1	1997	Fulton
2	Frontage Road	Paul D. West Drive	Camp Creek Pkwy	2	1997	Fulton
3	Hawthorne Ave	East Main Street	Madison Street	3	1977	Fulton
4	Yates Road	City Limits	Janice Drive	4	2002	Fulton





# CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

## REG SESSION AGENDA REQUEST

DOC ID: 8517

**DATE:** December 30, 2020

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Mike Mason, Public Works Director

**RE:** Southeast Lift Station Pump # 3 Repair

**PURPOSE:** To make emergency repair/rebuild damaged pump # 3 at the Southeast Lift Station.

**REASON:** Pump # 3 was damaged due to the pump's relief valve breaking in the open position causing flooding conditions inside the lift station and submerging the pump while running.

**RECOMMENDATION:** Mayor and City Council approve the emergency repair/rebuild of pump #3 by Goforth Williamson, Inc., at the Southeast Lift Station in the amount of \$24,100.00

**BACKGROUND:** The unforeseen failure of the relief valve causing the flooding of the lift station appeared to allow water to enter pump #3 creating the lost of lubrication while the pump was operating. Therefore, causing damage of the pump bearings and deflectors.

**YEARS OF SERVICE:** N/A

**COST TO CITY:** \$24,100.00

**BUDGETED ITEM:** Yes, Water & Sewer Account 505-4400-52-5800- R&M Sewers

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:** January 4, 2021

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** None

**AFFECTED AGENCIES:** None

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** None

**REQUIRED CHANGES TO WORK PROGRAMS:** None**STAFF:** Water & Sewer Staff**ATTACHMENTS:**

- Quote - 215397 (PDF)
- 136448 Failure Report, Revised (PDF)

**Review:**

- Mike Mason Completed 12/22/2020 12:07 PM
- Purchasing Completed 12/22/2020 12:09 PM
- Rosyline Robinson Completed 12/23/2020 1:23 PM
- Finance Completed 12/29/2020 12:15 PM
- Mercedes Miller Completed 12/30/2020 12:12 PM
- Mayor & City Council Pending 01/04/2021 7:30 PM



Goforth Williamson, Inc.  
 Mail To: 373 O'Dell Road  
 Ship To: 377 O'Dell Road  
 Griffin, GA 30224  
 United States of America

9.F.a

Ph: 770-467-0303

Fax: 770-467-0301

**Quote**

ID: 215397 Date: 28-Oct-20

**To**

College Park, City of  
 Water & Sewer Division  
 1886 Harvard Ave.  
 College Park, GA 30337  
 United States of America

**Quote To**

College Park, City of  
 Southwest Pump Station  
 1060 Forest Pkwy (Across the street)  
 Atlanta, GA 30349  
 United States of America

Terms		Ship Via		Salesperson
Net 30 Days		GWI Truck		ACBRAM
Quantity	Description	Unit Price	Amount	
	Reference: ALLIS CHALMER #3 ES PER YOUR REQUEST, WE ARE PLEASED TO QUOTE THE FOLLOWING:			
	Line: 001 <span style="float: right;">Expiration Date: 28-Dec-20</span> Part: ALLIS CHALMER #3 ES - 5X5X17 <span style="float: right;">Rev: 136448</span> M/D: 200; S/N: 252C211-2 Scope of Work:			
	<ol style="list-style-type: none"> <li>1. Pull pump and Deliver to GWI Service Center</li> <li>2. Disassemble pump complete.</li> <li>3. Blast and clean all parts to be reused.</li> <li>4. Inspect and record all critical dimensions.</li> <li>5. Provide and install the following parts               <ol style="list-style-type: none"> <li>a) 2 ea. – Bearing</li> <li>b) 1 ea. – Bearing Nut</li> <li>c) 1 ea. – Bearing Washer</li> <li>d) 1 ea. – SS 1/2" NPT 2" Nipple</li> <li>e) 1 ea. – SS 1" NPT Valve</li> <li>f) 1 ea. – SS 1/2" NPT 4" Nipple</li> <li>g) 2 ea. – SS Bell Bushing</li> <li>h) 1 ea. – SS 1/2" NPT 45o Elbow</li> <li>i) 1 ea. – SS 1/2" NPT 12" Nipple</li> <li>j) 1 ea. – SS 1" NPT 4" Nipple</li> <li>k) 1 ea. – SS 1" NPT 45o Elbow</li> <li>l) 2 ea. – Lip seal</li> <li>m) 1 ea. – Thrust Bearing Housing</li> <li>n) 2 ea. – Deflector</li> </ol> </li> <li>6. Manufacture/Machine the following parts               <ol style="list-style-type: none"> <li>a) 1 ea. – Skim Impeller Ring</li> <li>b) 1 ea. – Fab SS Volute Ring</li> <li>c) 1 ea. – Drill and Tap Bearing Frame</li> <li>d) 1 ea. – Arc Whole Impeller</li> <li>e) 1 ea. – Arc Volute</li> <li>f) 1 ea. – Skim Impeller Face Ring</li> <li>g) 1 ea. – Remove Broken Pipe Fitting from Back Head</li> <li>h) 1 ea. – Bore and Bush Radial Bearing Housing</li> <li>i) 1 ea. – Fabricate SS Sleeve</li> <li>j) 1 ea. – Fabricate 4140 Shaft</li> </ol> </li> <li>7. Balance rotating assembly to G1.0 Spec</li> </ol>			



Goforth Williamson, Inc.  
 Mail To: 373 O'Dell Road  
 Ship To: 377 O'Dell Road  
 Griffin, GA 30224  
 United States of America

9.F.a

Ph: 770-467-0303

Fax: 770-467-0301

**Quote**

ID: 215397 Date: 28-Oct-20

**To**

College Park, City of  
 Water & Sewer Division  
 1886 Harvard Ave.  
 College Park, GA 30337  
 United States of America

**Quote To**

College Park, City of  
 Southwest Pump Station  
 1060 Forest Pkwy (Across the street)  
 Atlanta, GA 30349  
 United States of America

<b>Terms</b>	<b>Ship Via</b>	<b>Salesperson</b>
Net 30 Days	GWI Truck	ACBRAM

Quantity	Description	Unit Price	Amount
1	ea 8. Assemble pump complete 9. Prime and paint 10. Prep for shipping 11. Deliver to site  Note: GWI will provide a 1-year warranty on workmanship and materials from the date of delivery.  Quote prepared by Jonathan Lybrand / Project Engineer For the above scope of work GWI quotes:	\$19,950.00	\$19,950.00



Goforth Williamson, Inc.  
 Mail To: 373 O'Dell Road  
 Ship To: 377 O'Dell Road  
 Griffin, GA 30224  
 United States of America

9.F.a

Ph: 770-467-0303

Fax: 770-467-0301

**Quote**

ID: 215397 Date: 28-Oct-20

**To**

College Park, City of  
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 1886 Harvard Ave.  
 College Park, GA 30337  
 United States of America

**Quote To**

College Park, City of  
 Southwest Pump Station  
 1060 Forest Pkwy (Across the street)  
 Atlanta, GA 30349  
 United States of America

Terms		Ship Via	Salesperson	
Net 30 Days		GWI Truck	ACBRAM	
Quantity	Description	Unit Price	Amount	
	Line: 002 <span style="float: right;">Expiration Date: 28-Dec-20</span> Part: RELIANCE MOTOR - 50HP <span style="float: right;">Rev: 136448-1</span> FRAME: 365HP Scope of Work <ol style="list-style-type: none"> <li>1. Pickup motor; Deliver to GWI Service Center</li> <li>2. Disassemble motor complete</li> <li>3. Perform electrical surge tests on motor</li> <li>4. Inspect and record all critical dimensions.</li> <li>5. Blast and clean parts to be reused</li> <li>6. Steam and Bake Stator</li> <li>7. Provide and install the following parts per motor:               <ol style="list-style-type: none"> <li>a) 2 ea. – Ball Bearings</li> <li>b) 2 ea. – SS Pipe Coupling</li> <li>c) 2 ea. – SS Pipe Nipple</li> <li>d) 1 ea. – V-Ring</li> <li>e) 1 ea. – Lock Nut</li> <li>f) 1 ea. – Lock Washer</li> </ol> </li> <li>8. Repair Rain Guard</li> <li>9. Balance rotor</li> <li>10. Assemble motor complete</li> <li>11. Prime and Paint</li> <li>12. Prep to Ship</li> <li>13. Deliver to site</li> </ol> <p>Note: GWI will provide a 1-year warranty on workmanship and materials from the date of delivery.</p> <p>Quote prepared by Jonathan Lybrand / Project Engineer            For the above scope of work GWI quotes:</p>			
1	ea	\$2,950.00		\$2,950.00





Goforth Williamson, Inc.  
 Mail To: 373 O'Dell Road  
 Ship To: 377 O'Dell Road  
 Griffin, GA 30224  
 United States of America

9.F.a

Ph: 770-467-0303

Fax: 770-467-0301

**Quote**

ID: 215397 Date: 28-Oct-20

**To**

College Park, City of  
 Water & Sewer Division  
 1886 Harvard Ave.  
 College Park, GA 30337  
 United States of America

**Quote To**

College Park, City of  
 Southwest Pump Station  
 1060 Forest Pkwy (Across the street)  
 Atlanta, GA 30349  
 United States of America

Terms		Ship Via	Salesperson	
Net 30 Days		GWI Truck	ACBRAM	
Quantity	Description	Unit Price	Amount	
1	Line: 003 <span style="float: right;">Expiration Date: 28-Dec-20</span> Part: ALLIS CHALMERS ES DRIVE SHAFT <span style="float: right;">Rev: 136448-2</span> DRIVE SHAFT Scope of Work 1. Inspect driveshafts and u-joints 2. Disassemble motor complete 3. Provide and install the following parts a) 2 ea. – U-Joints b) 1 ea. – Slip Yoke 4. Balance driveshafts 5. Prep to Ship 6. Deliver to site  Quote prepared by Jonathan Lybrand / Project Engineer For the above scope of work GWI quotes:	\$1,200.00	\$1,200.00	
	PLEASE NOTE: 1. Freight: FOB Origin, ground freight prepaid and charged to curbside of first location. 2. Price "does not" reflect Sales Tax, Documentation, Drawings, or Special Paperwork. 3. We can now accept Visa, Mastercard, American Express and Discover. Please contact us if you would like to pay via credit card. A 5% surcharge will be added to the invoice amount. 4. GWI will provide 1-year warranty on workmanship and materials from the date of delivery 5. Please reference Quote on Purchase order and send your Purchase orders to PurchaseOrders@GoforthWilliamson.com  THANK YOU FOR THE OPPORTUNITY TO PROVIDE THIS QUOTE. PLEASE CALL 770-467-0303, OR YOUR SALES REP, IF YOU HAVE ANY QUESTIONS.	Total:	\$24,100.00	



373 O'Dell Road  
Griffin, GA 30224

Phone: 770-467-0303  
Fax: 770-467-0301  
E-mail: j.lybrand@goforthwilliamson.com

## College Park

**Subject:** GWI # 136448 AC End Suction

**Pump Information:** M/D: 200 S/N: 252C211-2

### 1. Inspection Results:

- 1.1 Radial bearing had catastrophic failure (Image 2 & 3)
- 1.2 Upon disassembly radial bearing fell out in pieces (Image 3)
- 1.3 Found damage to the radial bearing housing, will need to be bored and bushed
- 1.4 Upon further inspection, found the thrust bearing housing had wear
- 1.5 Thrust bearing housing fit measured 6.3025 in
  - 1.5.1 Upper spec. is 6.3002 in
  - 1.5.2 Thrust bearing housing at fit is too thin to bore and bush
  - 1.5.3 Recommend thrust bearing housing be replaced
- 1.6 Shaft sustained damage at the radial bearing fit (Image 4)
  - 1.6.1 Shaft has gall damage
  - 1.6.2 Damage resulted in diameter of 3.3463 in
  - 1.6.3 Lower spec is 3.3466 in
- 1.7 Found damaged deflectors (Image 6), need replacing
- 1.8 Bearing cap was detached (Image 1), will need to fabricate new mounting holes

### 2. Cause of Failure:

- 2.1 Failure appears to be due to improper lubrication
  - 2.1.1 Heat generated from improper lubrication caused housing to expand
  - 2.1.2 Housing expansion caused the bearing cap to disconnect from the housing
  - 2.1.3 Failure of the bearing cap allowed water to enter the radial bearing
  - 2.1.4 Intrusion of water explains rust seen upon inspection
- 2.2 Rusting caused bearing to gall shaft and rollers in bearing to break loose and create play
- 2.3 Play created in the radial bearing causes the shaft to oscillate radially
- 2.4 This oscillation creates stress in the thrust bearing and deflectors
  - 2.4.1 Under stress the thrust bearing wears on the thrust bearing housing
  - 2.4.2 Under stress the deflectors crack and break

\* After conversations with College Park staff, improper lubrication was most likely due to station flooding which caused contamination and elimination of bearing grease.

See attached photos for further detail

Regards  
Jonathan Lybrand



373 O'Dell Road  
Griffin, GA 30224

Phone: 770-467-0303  
Fax: 770-467-0301  
E-mail: j.lybrand@goforthwilliamson.com

## College Park

Subject: GWI # 136448 AC End Suction



Image 1- Bearing Cap



Image 2- Rusted Radial Bearing





373 O'Dell Road  
Griffin, GA 30224

Phone: 770-467-0303  
Fax: 770-467-0301  
E-mail: j.lybrand@goforthwilliamson.com

## College Park

Subject: GWI # 136448 AC End Suction



Image 3 - Bearing in pieces



Image 4 - Shaft Damage



373 O'Dell Road  
Griffin, GA 30224

Phone: 770-467-0303  
Fax: 770-467-0301  
E-mail: j.lybrand@goforthwilliamson.com

## College Park

Subject: GWI # 136448 AC End Suction

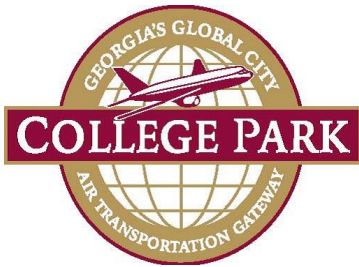


Image 5 - Shaft



Image 6 - Broken Deflector





# CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

## REG SESSION AGENDA REQUEST

DOC ID: 8520

**DATE:** December 31, 2020

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Acting City Manager

**FROM:** Mike Mason, Public Works Director

**RE:** Front Loader (Commercial Refuse Collection Vehicles)

**PURPOSE:** To purchase two (2) replacement commercial front loader refuse vehicles under a five year lease purchase. Both vehicles are used in the Sanitation Division's commercial solid waste and recycling collection services.

**REASON:** Unit #450 and #448 2010 Compressed Natural Gas (CNG) vehicles were scheduled to be replaced during the FY 2020-2021. However, due to the direction to make extensive budget cuts during the pandemic, they were temporarily removed.

**RECOMMENDATION:** Mayor and City Council approve the five year lease purchase of two front loader refuse trucks from Carolina Environmental Systems, Inc., under Sourcewell contract for Heil and Mack. The annual lease principal and interest payment amount for both trucks will be \$107,151.64.

**BACKGROUND:** Since the pandemic we have been operating with only two commercial trucks in our fleet. Typically, we've operated with four trucks in order to service our commercial accounts. Two of the four trucks were sold at the auction this year because they were worn beyond repair.

The Sanitation Division is responsible for collecting five commercial routes over a seven day period. Three of those routes consist of refuse collection for College Park's businesses and apartment complexes. The other two routes consist of collecting commercial recycling material, such as cardboard and plastic. Each truck is responsible for roughly 100+ stops a day.

**COST TO CITY:** This purchase will be made through a 5-year lease agreement and an interest

rate of 1.80% with BB&T (BB&T & SunTrust have merged to become Truist). The annual lease principal and interest payment for both trucks total \$107,151.64. Total cost at the end of the 5 year lease will be \$535,758.20.

**BUDGETED ITEM:** No, First payment will be due in FY2022.

**REVENUE TO CITY:** None

**CITY COUNCIL HEARING DATE:** January 4, 2021

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** None

**AFFECTED AGENCIES:** None

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** None

**REQUIRED CHANGES TO WORK PROGRAMS:** None

**STAFF:** Sanitation Division

**ATTACHMENTS:**

- Carolina Enviromental System - Quotation (PDF)
- College Park \$254000 Lease Purchase for Refuse Truck (002) (PDF)
- 2020 Heil Half Pack Brochure (PDF)
- Heil Contract 091219 (PDF)
- Mack Trucks Contract 060920 rev (PDF)
- Mack Truck Spec 2020 (PDF)

**Review:**

- Mike Mason Completed 12/22/2020 1:26 PM
- Rosyline Robinson Completed 12/23/2020 1:36 PM
- Purchasing Completed 12/30/2020 10:44 AM
- Finance Completed 12/31/2020 8:43 AM
- Mercedes Miller Completed 12/31/2020 11:24 AM
- Mayor & City Council Pending 01/04/2021 7:30 PM



## Carolina Environmental Systems, Inc.

*306 Pineview Dr., Kernersville, NC 27284*

*2701 White Horse Road, Greenville, SC 29611*

*500 Lee Industrial Blvd, Austell, Ga 30168*

*800-239-7796*

### Quotation

#### Heil Half Pack 40CY Front Loader

Date: 12/7/20

Quote: 201207

To: City of College Park, Ga.

#### Heil Half Pack 40CY Front Loader Standard Equipment

- Heavy-duty sliding top door
- Hinged left-side body access door with step and grab
- Cab shield with hinged rubber tip extension - steel
- Front head closure screen
- Under hopper liquid sump with 2 clean-out doors
- Access ladder to top of body
- Body service props for dump or service hoist models and service lift
- Tailgate service props
- **Fully automatic Shur-Lock™ tailgate latches**
- Patented clamp-on arms
- 8,000 lb. capacity arms - WASTECH WRP 06-1996 rated
- Four arm shaft bearing supports
- Fork cross shaft rubber bumpers
- Bolt-on rubber arm stops
- Heavy-duty forks - 1 1/2" thick x 51" grip length
- Front mount single vane pump
- Chrome-plated cylinder rods and telescopic sleeves
- Crossed packing cylinders
- Chassis frame-mounted oil tank with level / temperature gauge and Suction shut-off valve
- **3-micron return line filter with magnetic trap and in-cab filter bypass monitor.**
- 140-micron suction line strainer
- Fabric guard hose protection for all high-pressure hoses
- **Cortex Controller™ with Insight™ diagnostic display**
- Throttle advance kit
- Joystick in-cab air controls
- Complete array of in-cab function indicator lights
- **Streetwise Hydraulics**
- Arm rest for operator controls
- Backup alarm
- Backup and license plate light
- LED center-mounted brake light
- LED duplicate high and low mount stop, turn, and taillights
- LED mid-body turn signals
- Strobe light, amber mounted on lower tailgate - in-cab switch, pump on, and reverse activated
- Front and rear mud flaps - anti-sail / anti-splash
- Rear underride guard
- Hopper flood light
- Shovel kit mounted on back of the packer
- Low oil level sensor with light, buzzer, and pump shut-off
- Severe-duty wear bar kit
- 3" sump drain on street side and curb side
- Remote packer lube
- Remote tailgate hinge lube
- Arm / Fork over height warning kit
- 20 lb. fire extinguisher
- FMVSS #108 clearance lights and reflectors
- ICC reflective tape
- Rear camera bracket and flood lights - reverse activated
- Body undercoating



- Customer's choice of one color finish paint
- Standard 1-year warranty (2,000 Hours of Operation)
- ANSI Z 245.1-1999 compliant
- Safety triangle
- Cavity coat and joint sealer

### Options Included

- Factory Mounted 40 CY Front Loader Body
- Peterson Smart Lights
- Body Side Back Assist Lights
- 3<sup>rd</sup> Eye Backup, Hopper, Camera & Monitor
- Roof Access Ladder
- Single LED Container Work Light
- Cab Protector w/Manual Jack
- White Paint
- Bolt on Fender Extensions

➤ **(1) Heil 28CY Front Loader Body + 2022 Mack TE64**

➤ **Unit Sales Price: \$253,917.00.00**

Price does not include FET or Sales Tax.

➤ Delivery: TBA

*Chris Maxwell*

770-328-6320

cmaxwell@cesrefuse.com


**Branch Banking & Trust Company**

Governmental Finance

 5130 Parkway Plaza Boulevard  
 Charlotte, North Carolina 28217  
 Phone (704) 954-1700  
 Fax (704) 954-1799

December 30, 2020

 Ms. Althea Philord-Bradley, MPA  
 Director of Finance & Accounting  
 Mr. Mike Mason  
 Director of Public Works  
 City of College Park, Georgia

 Via Electronic Mail: [apbradley@collegetparkga.com](mailto:apbradley@collegetparkga.com); [mmason@collegetparkga.com](mailto:mmason@collegetparkga.com);

Dear Ms. Philord-Bradley and Mr. Mason:

Truist Bank (“Lender”) is pleased to offer this proposal for the financing requested by the City of College Park, Georgia (“Borrower”).

<b>PROJECT:</b>	Lease Purchase for Front End Loader Refuse Truck
<b>AMOUNT:</b>	\$254,000.00
<b>MATURITY DATE:</b>	Five (5) Years
<b>INTEREST RATE:</b>	1.80%
<b>TAX STATUS:</b>	Tax Exempt-BQ
<b>PAYMENTS:</b>	<u>Interest:</u> annual or as requested <u>Principal:</u> annual or as requested
<b>INTEREST RATE CALCULATION:</b>	30/360
<b>SECURITY:</b>	First lien security interest in the refuse truck
<b>PREPAYMENT TERMS:</b>	Callable in whole at par at any time
<b>RATE EXPIRATION:</b>	February 12, 2021
<b>LEGAL REVIEW FEE:</b>	\$0
<b>FUNDING:</b>	Proceeds will be deposited into an account held with Lender pending disbursement unless equipment is delivered prior to closing.

**DOCUMENTATION:** Lender proposes to use the standard Georgia Municipal Association lease purchase documents.

**REPORTING**

**REQUIREMENTS:** Lender will require financial statements to be delivered within 270 days after the conclusion of each fiscal year end throughout the term of the financing.

Should we become the successful proposer, we have attached the form of a resolution that your governing board can use to award the financing to Lender. If your board adopts this resolution, then Lender will not require any further board action prior to closing the transaction.

Lender will have the right to cancel this offer by notifying the Borrower of its election to do so (whether this offer has previously been accepted by the Borrower) if at any time prior to the closing there is a material adverse change in the Borrower's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the Borrower or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to Lender.

Costs of counsel for the Borrower and any other costs will be the responsibility of the Borrower.

The stated interest rate assumes that the Borrower expects to borrow less than \$10,000,000 in the current calendar year and that the financing will be bank qualified and tax exempt under the Internal Revenue Code. Lender reserves the right to terminate this bid or to negotiate a mutually acceptable interest rate if the financing is not bank qualified and tax exempt.

We appreciate the opportunity to offer this financing proposal. Please call me at (704) 607-6985 with your questions and comments. We look forward to hearing from you.

Sincerely,

**Truist Bank**



Mary Parrish Coley  
Senior Vice President

**Resolution Approving Financing Terms**

**WHEREAS:** The City of College Park, Georgia (the "Borrower") has previously determined to undertake a project for the financing a refuse truck (together, the "Project"), and the finance director ("Finance Director") has now presented a proposal for the financing of such Project.

**BE IT THEREFORE RESOLVED, as follows:**

1. The Borrower hereby determines to finance the Project through Truist Bank ("Lender") in accordance with the proposal dated December 30, 2020. The amount financed shall not exceed \$254,000, the annual interest rate (in the absence of default or change in tax status) shall not exceed 1.80%, and the financing term shall not exceed five (5) years from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Director is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Director is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Director shall approve, with the Finance Director's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

SEAL

City of College Park, Georgia  
 Lease Purchase for Refuse Truck  
 Sample Payment Schedule  
 Five Years; Annual Payments in Arrears

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Nominal Annual Rate: 1.800%

**Cash Flow Data - Loans and Payments**

Event	Date	Amount	Number	Period	End Date
1 Loan	12/30/2020	254,000.00	1		
2 Payment	12/30/2021	53,575.82	5	Annual	12/30/2025

**TValue Amortization Schedule - Normal, 360 Day Year**

Date	Payment	Interest	Principal	Balance
Loan 12/30/2020				254,000.00
<b>2021 Totals</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
1 12/30/2021	53,575.82	4,572.00	49,003.82	204,996.18
<b>2022 Totals</b>	<b>53,575.82</b>	<b>4,572.00</b>	<b>49,003.82</b>	
2 12/30/2022	53,575.82	3,689.93	49,885.89	155,110.29
<b>2023 Totals</b>	<b>53,575.82</b>	<b>3,689.93</b>	<b>49,885.89</b>	
3 12/30/2023	53,575.82	2,791.99	50,783.83	104,326.46
<b>2024 Totals</b>	<b>53,575.82</b>	<b>2,791.99</b>	<b>50,783.83</b>	
4 12/30/2024	53,575.82	1,877.88	51,697.94	52,628.52
<b>2025 Totals</b>	<b>53,575.82</b>	<b>1,877.88</b>	<b>51,697.94</b>	
5 12/30/2025	53,575.82	947.30	52,628.52	0.00
<b>2026 Totals</b>	<b>53,575.82</b>	<b>947.30</b>	<b>52,628.52</b>	
<b>Grand Totals</b>	<b>267,879.10</b>	<b>13,879.10</b>	<b>254,000.00</b>	

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.

<b>1.800%</b>	<b>\$13,879.10</b>	<b>\$254,000.00</b>	<b>\$267,879.10</b>
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**WE NEVER STOP WORKING FOR YOU**

9.G.c

# Half/Pack<sup>®</sup>

Commercial High Compaction Front Loader



A DOVER COMPANY

**Choose the industry leader in durability, productivity and lowest total cost of ownership.**

www. **Packet Pg. 139**



# Heil® Half/Pack®

The most popular commercial frontloader for over 50 years... For more than one reason.

The Half/Pack® has consistently delivered proven performance in some of the most demanding environments imaginable, earning a loyal following of users who rely on its unmatched dependability and appreciate its and appreciate its lowest total cost of ownership.

Heil® continues to set the standard for front loaders with the evolution of innovative new features that enhance functionality. Our patented Shur-Lock tailgate locks, double-walled and lapped hopper sides, and an industry-leading interlaced ladder subfloor foundation mean that your Half/Pack® is built for a long, reliable lifespan.

But Heil® is not simply known for engineering and manufacturing outstanding equipment. We back all Heil® units with a worldwide network of knowledgeable dealers and service centers, as well as the industry's first dedicated manufacturer-based training facility and mobile training centers, to help you keep your equipment operating at its peak. Add to that Heil's century-old heritage of commitment to customer satisfaction, and you can feel certain that when you choose a Half/Pack®, you are getting the most productive, durable, safe, and easy-to-maintain front loader available.



## Delivering The Lowest Total Cost of Collection (TCC)

### Lowest Total Cost of Collection (TCC)

The ultra-efficient Half/Pack® provides unbeatable productivity to lower your TCC.

Can add up to:

**\$97,420 Savings**

Over the lifetime of the truck

### 2018 Improvements

Reduced proximity switches and grease locations, which result in less maintenance costs.

Can add up to:

**\$10,330 Savings**

Over the lifetime of the truck

### Semi-Autonomous Controls

Newly updated controls reduce maintenance & training costs, all while increasing productivity.

Can add up to:

**\$48,140 Savings**

Over the lifetime of the truck

### Lightning Cylinder Package

Decreased cycle time increases productivity.

Can add up to:

**\$8,600 Savings**

Over the lifetime of the truck

### CNRG™ CNG Tailgate

Removable valve cover plates allow for quick and easy access, which reduces maintenance costs.

Can add up to:

**\$20,600 Savings**

Over the lifetime of the truck

### Zinc Plated Hydraulic Tubes

Reduces maintenance and downtime costs.

Can add up to:

**\$9,750 Savings**

Over the lifetime of the truck

## Infinitely Customizable Configurations To Maximize YOUR Route Productivity



Available in 20 yard body configuration



Available with Odyssey® Controls



Available with Curotto® commercial grabbers



Available with 5-axle



## Half/Pack® Standard Features

- + **SOLID FOUNDATION** - The interlaced subframe provides exceptional strength and durability, which means your Half/Pack® will enjoy a long lifespan and excellent resale value.
- + **LESS TIME IN THE SHOP** - When you're stuck in the shop, you're not making money. The Half/Pack® features our Service Smart design, which simplifies routine maintenance and helps keep you away from the shop and out servicing your customers.
- + **ON-BOARD DIAGNOSTIC TOOLS** - Quickly and easily diagnose problems away from outside hazards and weather. On-board diagnostic tools make troubleshooting a breeze.
- + **STREETWISE HYDRAULICS** - Our exclusive "clean front head" relocates the hydraulic body valve from the front head to under the side of the body. This design reduces the influence of engine heat on the hydraulic components, as well as improving access to the valve bodies. This also means improved safety and reliability, all while reducing downtime.
- + **ZINC-PLATED HYDRAULIC TUBES** - Use of zinc-plated hydraulic tubes reduces hydraulic leak-causing corrosion, lessening the frequency with which components need to be replaced over the life of the body. This reduces maintenance and downtime costs.
- + **RELIABLE SENSOR TECHNOLOGY** - The use of tamper-proof in-cylinder and arc sensors seamlessly gauge component locations for effortless control. This eliminates proximity switches that previously required frequent adjustment and maintenance, resulting in less downtime and maintenance costs.
- + **SHUR-LOCK TAILGATE LOCKS** - Heil's in-cab operated tailgate locking system not only keeps payloads secure but also enables the operator to unlock and open the tailgate and discharge the payload from the safety of the cab. In-cab, on display notifications confirm when the tailgate is sealed.

- + **UPDATED INTEGRATED DISPLAY** - Standard 7" Insight display provides real-time feedback, as well as, optimal operator control. Operator can look to one place for all of the information they need on the body. Also, the Insight display offers maintenance personnel advanced troubleshooting features. Optional 12" In-cab display is available. 3rd Eye® Camera feeds are also integrated into the display, thus eliminating the need for a separate camera monitor and freeing up line of sight and cab space.



Shown with optional 12" Insight display

- + **ILLUMINATED PUSH BUTTON CONTROLS** - Easy to read and understand touch button body, packer, pump and lighting controls with indicator lights come standard.
- + **HYDRAULIC TUBE COVERS** - Protect tubes and hoses from damage, resulting in less maintenance.
- + **DOUBLE-WALLED HOPPER** - High tensile strength steel withstands the exceptional forces of the compaction cycle and ensures maximum payloads. Our exclusive double-wall hopper reduces corrosion, which increases long-term durability.
- + **RAISED PACKER TRACKS** - Elevated packer and eject tracks keeps them from operating in abrasive debris or corrosive leachate. Comes standard with Heavy Duty wear strips.
- + **INCREASED MANEUVERABILITY** - The Half/Pack® now comes with a 20 cubic yard option, increasing the maneuverability of the vehicle due to the shorter wheel base. This also allows for FET exemption. Check with your tax adviser for additional information.

## Half/Pack® Optional Features



### OPTIONAL ODYSSEY® CONTROL FEATURES

Optional Odyssey® Controls feature a refined hydraulic and electronic control system for maximum efficiency, reliability and precise control. This results in increased productivity, reduced downtime, and lower operating costs.



This feature should only be used with ANSI standard containers

### OPTIONAL SEMI AUTONOMOUS CONTROLS

Single button operation eliminates multi-control movement, reducing driver input by 82%. Greatly reduces training time & increases new driver productivity. Eliminates accidental unit/cab damage, reducing maintenance costs. Only available with optional Odyssey® Controls option.



Monitor is integrated into the In-Sight Display.

### OPTIONAL 3RD EYE® DIGITAL PACKAGE

Digital package allows you the ability to connect for service verification, body/chassis data, fuel tax reporting, and route management. Includes factory installed 3rd Eye® Cam, Radar System, and the ability to connect up to 5 cameras.



### OPTIONAL CNRG™ TAILGATE

The lower profile, fully integrated CNRG™ tailgate fuel delivery system will revolutionize the way you use CNG garbage trucks.



### OPTIONAL LIGHTNING CYLINDER PACKAGE

Saves 4 seconds in dump cycle time. Only available with optional Odyssey® Controls option.

# Half/Pack®

## Optional Body Packages



### Half/Pack® Sierra

*A Mid-Weight Package with Heavy-Duty Performance. Get proven heavy-duty performance in a mid-weight package, specifically designed for areas with weight restrictions.*

- + **LIGHTWEIGHT DURABILITY** - The Half/Pack® Sierra weighs just 17,050 lbs. vs. 19,300 lbs. for the same size standard Half/Pack®, a weight reduction of 13%, meaning more than 10 tons of extra payload.
- + **FAST AND RELIABLE** - Fast packer and arm cycle times, plus up to a 10-ton payload capacity means that you can collect more quickly, without being overweight.
- + **INCLUDES THE FOLLOWING STANDARD HALF/PACK FEATURES** - Streetwise Hydraulics, Double-Walled Hopper, Shur-Lock Tailgate Locks, and Raised Packer Tracks.

### State-of-the-art Design & Materials Maximize Payload Without Sacrificing Quality or Durability.

For waste hauling customers who demand larger legal payloads without jeopardizing durability and dependability, Heil® offers the Half/Pack® Sierra and Half/Pack® Freedom front load refuse bodies. These optional body configurations are ideal for waste haulers in areas where weight requirements are more stringent, and want to transport the largest legal payload without the worry of incurring overweight citations.



### Half/Pack® Freedom

*The Lightest Available Package with Heavy-Duty Performance - Get proven heavy-duty performance in a lighter package, specifically designed for areas with stringent weight restrictions.*

- + **LOWEST OVERALL WEIGHT** - The Half/Pack® Freedom weighs only 15,600 pounds, which is 21% lighter than a standard Half/Pack®, meaning almost 2 extra tons of payload.
- + **LARGEST LEGAL PAYLOAD** - The Half/Pack® Freedom can carry 10-11 tons of legal payload in its 28 cubic yard body - the largest legal payload in the industry. HOPS Scale System - HOPS (Heil's Optimal Payload System) technology ensures legal payloads and protects the unit from being overloaded. HOPS accomplishes this by notifying the driver when the truck is nearing its weight limit. Once the unit has reached its allowable weight limit, HOPS shuts down the vehicle's ability to collect trash in excess of the prescribed weight limit.
- + **INCLUDES THE FOLLOWING STANDARD HALF/PACK FEATURES** - HD Packer Rails, Streetwise Hydraulics and Shur-Lock Tailgate Locks.





WE NEVER STOP WORKING FOR YOU

Half/Pack 9.G.c

Commercial High Compaction Front Loader



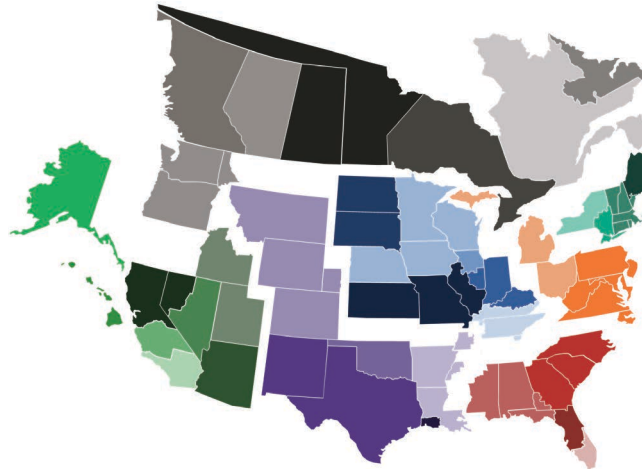
EXPEDITE THE PURCHASE OF YOUR HEIL® UNIT THROUGH SOURCEWELL

Sourcewell Cooperative Purchasing Program has awarded Heil a nationally bid contract for "Solid Waste and Recycling Collection Equipment with Related Equipment, Accessories, and Supplies." Through the Heil contract, Sourcewell Members can purchase any of Heil's line of refuse and recycling equipment, including front-loading, side-loading, and rear-loading refuse collection vehicles, without having to create an RFP and send the project through a time-constraining duplicate bid process. By using the existing nationally bid contract, members can receive the products they need more quickly and cost effectively. Best of all, Sourcewell membership is free! Qualified agencies can join online via the Sourcewell purchasing website at www.sourcewell-mn.gov. To find out more about purchasing Heil equipment via the Sourcewell contract, please contact your local Heil Dealer at www.heil.com/dealers.



TRUST HEIL® CERTIFIED OEM PARTS

Heil Certified OEM parts are the most reliable replacement parts for Heil refuse collection vehicles. They're made following the exact specifications and production processes on the same assembly lines as the parts originally installed on the bodies. This means that they fit perfectly every time. Heil uses only the highest-quality materials for parts that last - minimizing costly downtime. For more information on parts, contact your Heil dealer. Visit: www.heil.com/dealers to find the dealer nearest you.



RELY ON EXPERIENCED LOCAL SUPPORT

When you buy from Heil, you gain the after market support of the industry's strongest network of dealers in North America. We stand behind our dealers, so you get the product support you need for the life of your products. Our dealers are also trained to help you find the best product for your particular route needs. To find the Heil dealer nearest you, visit: www.heil.com/dealers.



WE NEVER STOP WORKING FOR YOU



www.heil.com



To find your local Heil dealer, visit: www.heil.com/dealers



COUNT ON THE LOWEST TCC

Helping you save money is our passion, and we apply tremendous resources to advance our product and service offerings to improve the profitability of your business and provide the lowest Total Cost of Collection and the maximum return on your investment. You can be confident that choosing Heil equipment brings a long-term partnership with the industry leader.



CONFIGURATION ASSISTANCE

Chassis layout drawings are available through your local Heil dealer. To find your dealer, visit www.heil.com/dealers.



INDUSTRY-LEADING TRAINING

Heil has completely revamped their training programs with the addition of both the Service Shack™ and their four-tiered Nextelligence™ Connected-Tech Training Program. Now, Heil customers can visit the Service Shack on the Heil website to learn the latest techniques and view helpful service and training videos any time, as well as sign up for Connected-Tech courses to better train technicians on Heil Refuse Products. Ensure your shops are servicing your Heil products correctly; check out Heil's training offerings at www.heil.com/nextelligence.



## Solicitation Number: RFP#091219

### CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **The Heil Co.**, 2030 Hamilton Place Blvd. #200, Chattanooga, TN 37421 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

#### 1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires November 15, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

#### 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

Notwithstanding the above, warranty issues related to the body and Heil factory-installed components shall be administered and resolved by The Heil Co. Warranty for third-party manufacturers such as the chassis chassis options or subsequently installed components shall be administered and addressed by the respective product manufacturer.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

B. Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition. Product returns shall only be available in the event Vendor is notified of a body problem in writing and has not resolved the issue within thirty (30) days after receipt of said Notice.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

C. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

D. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS**

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

## **6. MEMBER ORDERING AND PURCHASE ORDERS**

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific

requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order. The cost of the bond premium shall be added to the cost of the Product.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and



contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9.

**AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

**10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

**11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

**12. AUDITS**

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

### **13. GOVERNMENT DATA PRACTICES**

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

### **14. INTELLECTUAL PROPERTY**

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

### **15. PUBLICITY, MARKETING, AND ENDORSEMENT**

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

### **16. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## 17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

## **21. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

## **22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when



a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction



work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:  
By: Jeremy Schwartz  
C0FD2A139D06489...  
Jeremy Schwartz  
Title: Director of Operations & Procurement/CPO  
Date: 11/11/2019 | 4:17 PM CST

The Heil Co.

DocuSigned by:  
By: George Paturalski  
49D840C627CF45F...  
George Paturalski  
Title: Assistant Secretary  
Date: 12/6/2019 | 1:45 PM PST

Approved:

DocuSigned by:  
By: Chad Coauette  
7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 11/11/2019 | 6:44 PM CST

# RFP 091219 - Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services

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## Vendor Details

Company Name: The Heil Co.  
Does your company conduct business under any other name? If yes, please state: (Heil)  
Address: 2030 Hamilton Place Blvd, #200  
Chattanooga, TN 37421  
Contact: Burgess Lane  
Email: blane@doveresg.com  
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## Submission Details

Created On: Thursday July 11, 2019 09:28:35  
Submitted On: Wednesday September 11, 2019 09:59:56  
Submitted By: Burgess Lane  
Email: blane@doveresg.com  
Transaction #: 86955ac5-f190-4f28-b35f-31bdbabd60c1  
Submitter's IP Address: 74.127.76.220

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**Specifications**

**Proposer Identity & Authorized Representatives**

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	The Heil Co. ("Heil")
2	Proposer Address:	2030 Hamilton Place Blvd, #200 Chattanooga, TN 37421
3	Proposer website address:	www.heil.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Dave Young Vice President - Sales dyoung@doveresg.com 423-855-6353
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Burgess Lane Ready Truck Manager blane@heil.com 256-304-2218
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Larry Angel General Manager Ready Trucks langel@heil.com 423-242-2967  Jim Whitlow Ready Truck Business Analyst jwhitlow@heil.com 256-845-8355

**Company Information and Financial Strength**

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Formed in 1901 by Julius P. Heil, Heil is the world's premier manufacturer of ultra-durable, highly productive mobile refuse collection vehicles. Our product offering encompasses front loaders, rear loaders, side loaders, and multi-compartment vehicles, alternative fuels as well as special packages for organics. As the industry's leading provider of mobile collection solutions, we operate with a clearly defined mission, vision, set of core values, and set of strategic priorities:</p> <p>Mission: Process, transport, and transform the solid waste stream into sustainable resources that benefit our customers and communities.</p> <p>Vision: Be the undisputed global leader in people, performance, and customer value in the solid waste and recycling industry.</p> <p>Core Values:</p> <ul style="list-style-type: none"> <li>• Collaborative Entrepreneurial Spirit</li> <li>• Winning Through Customers</li> <li>• High Ethical Standards, Openness, and Trust</li> <li>• Expectations for Results</li> <li>• Respects and Values People</li> </ul> <p>Strategic Priorities:</p> <ul style="list-style-type: none"> <li>• Safety</li> <li>• Quality</li> <li>• On-Time Delivery</li> <li>• Productivity Improvement</li> </ul> <p>In addition to the wide array of custom-configured refuse bodies, HEIL offers two innovative programs to assist customers with updating or enhancing their refuse collection fleets quickly.</p> <p>Ready Trucks Program</p> <p>For customers who need to grow their fleet quickly or replace tired trucks and would like to purchase a new Heil refuse collection vehicle, we offer our Ready Trucks Program. This Program enables customers to choose a heavy-duty unit from stock, equipped with our most requested options, and receive same-day shipping. For those customers who would like to make slight modifications to a stock unit, we offer the ability to customize a unit in inventory and have it ship within 60 calendar days as part of our 60-day Shipping Guarantee.</p>

We offer a large variety of chassis inventory for mounting Heil refuse collection bodies. At any given time, we either stock or have immediate access to 500 to 700 chassis, both conventional and cab-over engine models. With chassis production lead times currently as long as four (4) months and often as long as twelve (12) months in recent years, having chassis on hand will enable Heil to offer Sourcewell Members immediate access to the majority of our refuse collection vehicles. Having such a large product offering requires a substantial number of different chassis models. The table below demonstrates our extensive offering of both diesel and compressed natural gas (CNG) models:

Chassis Manufacturer	Cab-Over	Conventional	Autocar
X	X		
Crane Carrier	X	Freightliner	
X	International	X	Hino X
X	Kenworth	X	Mack X
Peterbilt	X	X	

(Cab-over models are primarily used for Heil front loaders, automated side loaders and, to a lesser extent, Appendix A. You will note that we are offering in excess of 200 different chassis specifications

Heil Rental Programs Heil has relationships with Big Truck Rental, Rush Rentals and Premier Truck Rental purchasing vehicles for a fleet. By renting, municipal customers can:

- Start a new pickup or collection route due to annexation without the typical upfront investment.
- Kick off a new route or relationship without the possible strain on cash flow.
- Replace a unit that goes down unexpectedly or is in for service, in most cases within 24 hours.
- Manage an emergency storm cleanup or another sudden situation where time is of the essence and expansion of service may need to be temporary, such as seasonal leaf and brush collection.
- Determine which front, side or rear loader is the right solution for an application by testing a rental unit before buying.
- Please see Appendix – BTR for Big Truck Rental pricing
- Please see Appendix – Rush for Rush Rental pricing
- Please see Appendix – Premier 1 and Premier 2 for Premier Truck Rental pricing

Parts Central Parts Central offers Heil Certified OEM parts and a variety of aftermarket parts manufactured by Heil.

Heil Certified OEM Parts are the most reliable replacement parts for Heil refuse collection vehicles. They're made following the exact specifications and production processes on the same assembly lines as the parts originally installed on the vehicles. This means that they fit perfectly every time. Heil uses only the highest-quality materials for parts that last, minimizing costly downtime. Parts Central also offers the most requested aftermarket parts for Heil and other makes of refuse collection vehicles. Our aftermarket parts are designed and manufactured to strict standards and are backed by more than 118 years of industry experience and quality good enough to carry the Heil name.

Most commonly requested parts are available for immediate, same-day delivery through a local authorized Heil Dealer. If customers require a part that's not on the shelf locally, the dealer can expedite delivery from our main Parts Central warehouse in Fort Payne, Alabama. Orders for in-stock parts placed with the warehouse prior to 5:00 p.m. Eastern Standard Time will be shipped overnight. Even those hard-to-find parts for older refuse collection vehicles are often available through local Dealers for next-day delivery.

8 Provide a detailed description of the products and services that you are offering in your proposal.

Our product line consists of a series of commercial and residential equipment. They are divided into 9 sub categories:

a) Front Loaders

Half/Pack® Frontload Garbage Trucks. Heil's Half/Pack has consistently delivered proven performance and continues to set the standard for front loaders. The Half/Pack is built for a long, reliable lifespan. Please see Appendix - Half Pack for more information regarding this product. Also, you may click the link below to view examples of this offering:  
<https://www.heil.com/products/front-end-loaders/half-pack> HALF/PACK® FREEDOM™ FRONT LOAD GARBAGE TRUCKS. Heil's Half/Pack® Freedom front load garbage truck is the lightweight solution for commercial and residential refuse hauling routes, able to carry up to 11 tons of legal payload in its 28 yd. body. Please see

Appendix – Half Pack Freedom for more information regarding this product. Also, please click the link below to view examples of this offering:

<https://www.heil.com/products/front-end-loaders/half-pack-freedom>

HALF/PACK® COMMERCIAL FRONT LOAD GARBAGE TRUCK WITH ODYSSEY™ HYDRAULIC CONTROLS. This front loader features a refined hydraulic and electronic control system for maximum efficiency, reliability, and precise control. The Heil® Commercial Half/Pack® garbage truck with Odyssey™ Hydraulic Controls also has a single, easy-to-use joystick that requires minimal effort to operate, which saves time and increases productivity. Please see Appendix – Half Pack Commercial with Odyssey Controls for more information regarding this product. Also, please click the link below to view examples of this offering:

<https://www.heil.com/products/front-end-loaders/half-pack-commercial-odyssey>

HALF/PACK® SIERRA™ FRONT LOAD GARBAGE TRUCKS. At 17,050 lbs (16% lighter than our standard Half/Pack® Front Loader), the Heil® Sierra™ front load garbage truck is a mid-weight solution for commercial and residential refuse routes that can carry more than 10 tons of legal payload in its 28 yd frontload hopper. Whether you haul commercial or residential refuse, the Half/Pack® Sierra™ is simply the best light-weight front loader, hands down. Please see Appendix – Half Pack Sierra for more information regarding this product. Also, please click the link below to view examples of this offering:

<https://www.heil.com/products/front-end-loaders/half-pack-sierra>

HALF/PACK® AUTOMATED RESIDENTIAL FRONT LOAD GARBAGE TRUCKS. With major

productivity enhancements, this game-changing automated front load garbage truck provides savings on residential refuse routes by eliminating high-maintenance items. For the most dependable Residential Front Loader in the business, you can count on the Heil® Half/Pack®. Please see Appendix – Half Pack Automated Residential for more information regarding this product. Also, please click the link below to view examples of this offering:

<https://www.heil.com/products/automated-front-loaders>

b) Rear Loaders POWERTRAK® COMMERCIAL PLUS HIGH CAPACITY REAR LOAD GARBAGE TRUCKS. The

Heil® PowerTrak® PLUS High Capacity Rear Load Garbage Truck's patented design mounts the tag axle to the chassis frame rail, making it more structurally sound than models with the tag axle integrated into the tailgate, and an optional pusher axle can be added to carry an even greater legal payload. Please see Appendix – PTC Plus for more information regarding this product. Also, please click the link below to view examples of this offering:

<https://www.heil.com/products/rear-loaders/powertrak-commercial-plus>

PT 1000™ SINGLE AXLE REAR LOAD GARBAGE TRUCKS. With its 15-second cycle time, reload time of less than 6 seconds and its and large, 3 yd<sup>3</sup> capacity hopper, this robust rear load garbage truck is the key to optimizing productivity on residential and commercial routes. Please see Appendix – PT1000 for more information regarding this product. Also, please click the link below to view examples of this offering:

<https://www.heil.com/products/rear-loaders/pt-1000>

DURAPACK® 5000 REAR LOAD GARBAGE TRUCKS. This tough and reliable high-compaction rear load garbage truck has a unique swing link design, along with the waste industry's largest capacity hopper. A large 3.94 yards – and compaction up to 1,000 lbs per yd<sup>3</sup> for increased productivity on your commercial and residential trash routes. Please see Appendix – DP5000 for more information regarding this product. Also, please click the link below to view examples of this offering:

<https://www.heil.com/products/rear-loaders/durapack-5000>

POWERTRAK® COMMERCIAL REAR LOAD GARBAGE TRUCKS. This powerful rear load garbage truck body has high-pressure hydraulics and dual-track design to provide an awesome compaction of up to 1,200 lbs per yard. The PowerTrak® 3.64 yd hopper handles construction, demolition, and bulk waste better than any commercial rear loader in its class. Please see Appendix – PTC for more information regarding this product. Also, please click this link below to view examples of this offering:

<https://www.heil.com/products/rear-loaders/powertrak-commercial>

NON-CDL MINI REAR LOAD GARBAGE TRUCKS. Don't let the size fool you. The beauty of this highly maneuverable Non-CDL Rear Load Garbage Truck is its narrow, compact and lightweight design, making it ideal for commercial or residential waste hauling routes. Operators don't need a commercial driver's license (CDL) and the vehicle is exempt from Federal Excise Tax (FET). And the simple but effective swing link design means no slides, tracks or rollers, just compaction. Looking for the best Non-CDL Rear Load Garbage Truck Body on the market? Check out the Heil® Mini Rear Loader. Please see Appendix – Mini REL for more information regarding this product. Also, please click this link below to view examples of this offering:

<https://www.heil.com/products/rear-loaders/mini-rear-loader>

Side Loaders

LIBERTY™ AUTOMATED SIDELOAD GARBAGE TRUCKS. The patented Python™ automated sideload garbage truck arm has a muscular, 9-foot reach, an 8-second cycle time and can lift up to 800 lbs. The incredibly lightweight Liberty™ automated side loader is perfect for residential collections. And the constant pack body – which is the lightest in the industry, has a patented paddle packer that continuously sweeps the hopper, eliminating the need to stop



and pack the load. Please see Appendix – Liberty for more information regarding this product. Also, please click the link below to view examples of this offering:  
<https://www.heil.com/products/automated-side-loaders/liberty>

DURAPACK® PYTHON® AUTOMATED SIDE LOAD GARBAGE TRUCKS. The patented Heil® Python® Side Load Automated Arm has a 9-foot reach, an 8-second cycle time and can lift up to 800 lbs, making it a strong and fast performer on any residential refuse route. And the DuraPack® Sideload body is the industry standard when it comes to dependability and toughness. Please see Appendix – Python for more information regarding this product. Also, please click the link below to view examples of this offering:  
<https://www.heil.com/products/automated-side-loaders/durapack-python>

RAPID RAIL® AUTOMATED SIDE LOAD GARBAGE TRUCKS. The Rapid Rail® Automated Side Loader garbage truck body has a 1,600 pound lift capacity, and allows for residential, commercial and multi-family refuse collection. It can handle 30-400 gallon refuse containers all day long with ease. The powerful arm has virtually zero kick out allowing operation in the tightest of alleys, and an 8-second cycle time means industry-leading productivity, all in combination with the lightest weight side loader in the industry. Please see Appendix – Rapid Rail for more information regarding this product. Also, please click the link below to view examples of this offering:  
<https://www.heil.com/products/automated-side-loaders/rapid-rail>

DURAPACK® RAPID RAIL® SIDELOAD GARBAGE TRUCKS. The DuraPack® Rapid Rail® Autom DuraPack® high- compaction sideload body makes for a reliable, tough RCV. Please see Appen  
<https://www.heil.com/products/automated-side-loaders/durapack-rapid-rail>

MULTIPACK® AUTOMATED SIDE LOAD GARBAGE TRUCKS. Heil® MultiPack® Sideload Garbage Truck Bodies combine the durable Heil® DuraPack®, the superior Python® automated arm and the proven DuraPack® 5000 refuse tailgate. It's the only trash truck in the industry that can handle rear loader, side loader, and even commercial waste routes single-handedly. Please see Appendix – Multipack for more information regarding this product. Also, please click the link below to view examples of this offering:  
<https://www.heil.com/products/automated-side-loaders/multipack>

d) Multi-Compartment Vehicles

DURAPACK® 4060 SPLIT BODY REAR LOAD GARBAGE TRUCKS. The Heil® DuraPack® 4060 Split Body Rear Load Garbage Trucks are a win-win, allowing collection of multiple residential trash streams or recyclables. With the DuraPack® 4060 split body rear loader, one truck can do the work of two. And the reduced weight body means enhanced fuel economy and larger payloads on the route. Please see Appendix – 4060 for more information regarding this product. Also, please click the link below to view examples of this offering:  
<https://www.heil.com/products/rear-loaders/durapack-4060>

e) CNG Capabilities

CNRG™ TAILGATE. The Heil® innovative, fully integrated CNRG™ tailgate fuel delivery system will revolutionize the way you use CNG garbage trucks. Please see Appendix – CNRG for more information. Also, please click the link below to view examples of this offering:  
<https://www.heil.com/products/cng-capabilities/cnrg-tailgate> CNG OPTIONS FOR GARBAGE TRUCKS. Heil® makes it easier than ever to realize the savings from CNG garbage trucks with our factory-direct CNG program. Please see Appendix – Heil CNG for more information. Also, please click the link below to view examples of this offering:  
<https://www.heil.com/products/cng-capabilities/cng-options> f)

Organics

ORGANIC WASTE COLLECTION TRUCKS AND EQUIPMENT. When it comes to waste stream diversion, one of the first targets is removing organic waste from the landfill. That's where Heil comes in, with our Organics Waste Collection trucks and equipment. Whether your route is equipped with the PT-1000 or the iconic Heil® Rapid Rail®, we have organics processing options that allow you to meet your organics diversion targets. Please click the link below to view examples of this offering:  
<https://www.heil.com/organics>

g) Parts Central

Heil® Certified OEM Parts are the most reliable replacement parts for Heil® refuse trucks.

These parts are made following the exact specifications and production processes on the same assembly lines as the parts originally installed on the vehicles. This means they fit perfectly every time. Heil® uses only the highest-quality materials for parts that last.

Parts Central also offers the most requested aftermarket parts for Heil and other makes of garbage truck bodies. Our aftermarket parts are designed and manufactured to strict standards and are backed by more than 100 years of industry experience.

High-volume parts that are frequently requested are available for immediate, same-day delivery through your local Authorized Heil® Dealer. Orders for in-stock parts placed with Parts Central before 5 p.m. ET will be shipped overnight. Please click below to view examples of this offering:

<https://www.heil.com/products/parts-central> h) Bayne

Thinline Premium Lift Systems

Mobile Refuse Products. Bayne's diverse line lifters for mobile refuse truck lifters is second to none. Our lifters are the most reliable solution to your waste handling needs, and we offer complete solutions for almost any application or budget. Please see Appendix – Bayne for more information regarding this product. Also, please click below to view examples of this offering:

[https://www.baynethinline.com/products/mobile\\_refuse\\_products](https://www.baynethinline.com/products/mobile_refuse_products)

i) Third Eye

Refuse Fleet Solutions. Refuse collection can be tricky business. Knowing that you've serviced a home or business is important. So is doing it productively and safely every time. 3rd Eye on-board camera systems constantly monitor your driver as well as their environment to ensure the safe operation of their vehicle. It also allows fleet owners immediate verification of service and video validation of overfilled containers – which can lead to more revenue / increased service frequency. 3rd Eye is the most technologically advanced refuse fleet management solution for the waste industry, trusted by companies all over the United States, just like yours. From Enhance Vehicle Behavioral Analytics™, 3rd Eye Digital, 3rd Eye Mobile, Collision Avoidance Radar and more, 3rd Eye has the most comprehensive refuse fleet management solutions on the market. Please see Appendix – 3rd Eye for more information regarding this product. Also, please click the link below to view examples of this offering:

<https://www.3rdeyecam.com/refuse-fleet-management-systems/>

The attached Proposal is tendered in compliance with and conforms to the bid specification requirements of Sourcewell as set forth in solicitation #091219 identified with an initial submittal date of September 11, 2019. However, for complete clarity and transparency, the pricing and performance commitments contained herein are tendered to Sourcewell predicated on a mutual understanding and agreement on the following points of clarification:

1. Warranty issues related to the body and Heil factory-installed components shall be administered and resolved by The Heil Co. Warranty for 3rd party manufacturers such as the chassis, chassis options, or subsequently installed components shall be administered and addressed by the respective product manufacturer.
2. Product returns shall only be available in the event Heil is notified of a body problem in writing and has not resolved the issue within thirty (30) days after receipt of said Notice.
3. Consistent with section 10B of this Agreement, any supplemental terms or conditions on Member-supplied transactional paperwork (such as a Purchase Order) shall be null and void unless an Amendment to this Agreement is executed between Supplier and Member.
4. In the event a Member requires a Performance Bond from Supplier, the cost of the bond premium shall be added to the cost of the Product.
5. In relation to section 12. Audits, audits are restricted to pricing and invoicing to verify our compliance with the contract.
6. In order to avoid any confusion concerning the point that the Agreement governs the sale in section 6F, and any Purchase Order terms do not apply per section 10B, we would like to clarify that all actions at law would take place in Todd County or Fergus Falls, MN.
7. Regarding section 20 A.5, our products and services do not fall within this category.
8. Regarding section 20 B, we do not provide copies of our insurance policies, but do provide the required Certificate of Insurance to demonstrate our proof of insurance.

9	What are your company's expectations in the event of an award?	As a company, we strive to live out the values we espouse of respecting people, maintaining our product offerings and processes to provide the most extensive and complete portfolio of fir	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see Appendix B of this Proposal for a complete 2018 Dover Annual Report. Heil is an operating company within the Dover Company structure. <a href="https://investors.dovercorporation.com/annual-reports">https://investors.dovercorporation.com/annual-reports</a>	*
11	What is your US market share for the solutions that you are proposing?	Although Heil is the leader in the US, we do not publish market share numbers.	*
12	What is your Canadian market share, if any?	Heil does not publish market shares.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. We've never been subject of a bankruptcy action.	*
14	How is your organization best described: is it a manufacturer or distributor/dealer? Provide your written authorization to act as a distributor/dealer with your sales and service force and with your dealers.	a. Heil is a manufacturer and our dealer network is independently owned. b. Heil offers a case by case system of sales and marketing in the global market. In general, we employ our Dealer Network to cover cities and counties within all 50 states in the US and 7 Canadian provinces. Secondly, we employ Key Account Representatives where the volume of business warrants. Thirdly, we employ Regional Sales Managers to manage and coordinate the activities. All these individuals are employed by Heil, as follows: 1) Dealer Sales Representatives – Employed by Heil Dealers and they represent Heil from a Contract standpoint when quoting or selling Heil equipment to Sourcewell members. 2) Key Account Representatives – Employed by Heil 3) Regional Sales Managers – Employed by Heil	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>State of Tennessee - Motor Vehicle Manufacturer/Distributor License ID Number 00005771</p> <p>Hamilton County, Tennessee - Business License License Number 052431</p> <p>City of Chattanooga, Tennessee - Business Tax License State Tax Account # 501133955</p> <p>Local Business Tax Account # 30101</p> <p>The Heil Co. is an ISO-certified manufacturer.</p>	*
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	None	*

17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our product line consists of a series of commercial and residential equipment. They are divided into 9 sub categories: Front Loaders  Rear Loaders  Side Loaders  Multi-Compartment Vehicles  CNG Capabilities  Organics  Parts Central  Bayne Thinline Premium Lift Systems  Third Eye
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**Industry Recognition & Marketplace Success**

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Heil holds more than 200 industry patents for solid waste and recycling innovations. We are al organizations: of Scrap Recycling Industries (ISRI) c. National Association for Information Destruction (NAID (WASTEC)  In addition to these industry awards, we have the following recognitions: NWRA – 2014 Hall of fame induction – John Curotto, President, Curotto-Can, (subsidiary) NWRA – 2014 Hall of Fame induction – Bill Wilkerson, VP Sales and Marketing, Marathon (sister company) NJPA Pioneer Award - 2017 – Larry Angel – General Manager Ready Trucks  Pat Carroll, Heil President, is a member of the: a. Board of Governors of WASTEC b. Board of Directors of Environmental Research and Educational Foundation (EREF)
19	What percentage of your sales are to the governmental sector in the past three years	22%
20	What percentage of your sales are to the education sector in the past three years	Less than 1% as they generally do not pick up their own garbage.
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	While Heil does not hold any other cooperative purchasing contracts, we do sell refuse trucks to our Dealer Network who utilize other procurement contracts including HGAC, Florida Sheriff's Association, and the Texas Buy Board.
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not have a GSA contract

**References/Testimonials**

Line Item 23.

Entity Name *	Contact Name *	Phone Number *
City of Portsmouth	Kenny Strickland stricklandk@portsmouthva.gov	757-393-8629
City of Franklin VA	Russell Pace rpace@franklinva.com	757-562-8562
Dare County	Shanna Fullmer shanna@darenc.com	252-423-0136
City of Norfolk	Rob Arnold robert.arnold@norfolk.gov	757-441-5813
University of Maryland	Bill Guididas wguidida@umd.edu	301-405-3293

**Top Five Government or Education Customers**

**Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.**

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of New York City	Government	New York - NY	724 Refuse Trucks	724	\$68 million	*
City of El Paso, TX	Government	Texas - TX	50 Refuse Trucks	50	\$5 million	*
City of Austin, TX	Government	Texas - TX	49 Refuse Trucks	49	\$5.7 million	*
City of Columbus, GA	Government	Georgia - GA	40 Refuse Trucks	40	\$2.7 million	*
Metro Nashville, TN	Government	Tennessee - TN	38 Refuse Trucks	38	\$2.5 million	*

**Ability to Sell and Deliver Service Nationwide**

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *																															
25	Sales force.	<p>Heil's dealer network consists of 34 dealers located within North America. All dealer locations that support the Heil brand can provide customers with road service, if needed, and all dealers offer onsite service at customer locations.</p> <p>In addition, we have 8 Regional Managers that support the Heil Dealers in their respective territories to help expedite and facilitate solutions to meet the member's needs.</p> <p>Please see Appendix C for a map of our dealer locations and service locations. Heil Region</p> <table border="0"> <tr> <td>Name</td> <td>Regional Manager</td> <td>Name</td> <td>Location</td> <td>% Focus on Heil Sales &amp; Services</td> </tr> <tr> <td>Jim Blanchard</td> <td>Boston, MA</td> <td>100% North Atlantic</td> <td>Dennis Fallon</td> <td>Pittsburg, PA</td> </tr> <tr> <td>100% Southeast</td> <td>Randy Wells</td> <td>Fort Payne, AL</td> <td>100% Central</td> <td>Joe Howard</td> </tr> <tr> <td>Houston, TX</td> <td>100% Midwest</td> <td>Bob McHugh</td> <td>Chattanooga, TN</td> <td>100% West</td> </tr> <tr> <td>Bill Engstrom</td> <td>Hurricane, UT</td> <td>100% Northwest</td> <td>Mike Tucker</td> <td>Denver, CO</td> </tr> <tr> <td>100% Canada</td> <td>Craig Thomas</td> <td>St. Louis, MO</td> <td>100%</td> <td></td> </tr> </table>	Name	Regional Manager	Name	Location	% Focus on Heil Sales & Services	Jim Blanchard	Boston, MA	100% North Atlantic	Dennis Fallon	Pittsburg, PA	100% Southeast	Randy Wells	Fort Payne, AL	100% Central	Joe Howard	Houston, TX	100% Midwest	Bob McHugh	Chattanooga, TN	100% West	Bill Engstrom	Hurricane, UT	100% Northwest	Mike Tucker	Denver, CO	100% Canada	Craig Thomas	St. Louis, MO	100%		*
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Bill Engstrom	Hurricane, UT	100% Northwest	Mike Tucker	Denver, CO																													
100% Canada	Craig Thomas	St. Louis, MO	100%																														

26	Dealer network or other distribution methods.	<p>Heil Dealer List: Heil Dealer Name City State Heil                  Region Heil of Texas - Irving, TX Irving TX Central                  Heil of Texas - San Antonio, TX San Antonio TX Central Ingram Equipment Company, LLC - Pelham, AL Pelham AL Southeast Ingram Equipment Company, LLC - Theodore, AL Theodore AL Southeast International Trucks of Hawaii - Kapolei, O'ahu, HI Kapolei, O'ahu HI West Kois Brothers Equipment Company, Inc. - Commerce City, CO Commerce City CO Northwest Kois Brothers Equipment Company, Inc. - Billings, MT Billings MT Northwest Kois Brothers Equipment Company, Inc. - Great Falls, MT Great Falls MT Northwest Armor Equipment - Arnold, MO Arnold MO Midwest Balar Equipment Corporation - Phoenix, AZ Phoenix AZ West Bell Equipment Company - Lake Orion, MI Lake Orion MI North Atlantic Bell Equipment Company - Gahanna, OH Gahanna OH North Atlantic Bob's Services - Anchorage, AK Anchorage AK Northwest Bodyworks Equipment, Inc. - Monrovia, CA Monrovia CA West MacQueen Equipment, Inc. - Menomonee Falls, WI Menomonee Falls WI Midwest Carolina Environmental Systems, Inc. - Kernersville, NC Kernersville NC Southeast Carolina Environmental Systems, Inc. - Greenville, SC Greenville SC Southeast Carolina Environmental Systems, Inc. - Austell, GA Austell GA Southeast Central Indiana Truck Equipment (CITE) - Indianapolis, IN Indianapolis IN Midwest Cyncon Equipment Company - Rush, NY Rush NY Northeast Heil of Texas - Houston, TX Houston TX Central Stringfellow, Inc - Nashville, TN Nashville TN Midwest Stringfellow, Inc - Chattanooga, TN Chattanooga TN Midwest Sunbelt Hydraulics and Equipment, Inc. - Pompano Beach, FL Pompano Beach FL Southeast Tampa Crane and Body, Inc. - Tampa, FL Tampa FL Southeast MacQueen Equipment, Inc. - Ankeny, IA Ankeny IA Midwest United Engines, LLC - Oklahoma City, OK Oklahoma City OK Central Utility Truck Equipment Company (UTEC) - Lake Charles, LA Lake Charles LA Central Vasso Waste Systems, Inc. - Brooklyn, NY Brooklyn NY Northeast Fer-Marc Equipment, Ltd. - Regina, SK Regina SK Canada Ray Max Equipment Sales - Calgary, Alberta, AB Calgary, Alberta AB Canada Saniquip, Inc Rigvad QC Canada Vimar Equipment, LTD Burnaby BC Canada Binzz Inc. - Campbellville, ON Brampton ON Canada Legacy Equipment Company - Salt Lake City, UT Salt Lake City UT Northwest MacQueen Equipment, Inc. - St. Paul, MN St. Paul MN Midwest Maine Equipment Company, Inc - Hermon, ME Hermon ME Northeast Mid-Atlantic Waste Systems - Easton, MD Easton MD North Atlantic Mid-Atlantic Waste Systems - Salem, VA Salem VA North Atlantic Mid-Atlantic Waste Systems - Chesapeake, VA Chesapeake VA North Atlantic Mid-Atlantic Waste Systems - New Castle, PA New Castle DE North Atlantic Mid-Atlantic Waste Systems - Clinton, MD Clinton MD North Atlantic Mid-Atlantic Waste Systems - Pittsburgh, PA Cheswick PA North Atlantic MacQueen Equipment, Inc. - Lincoln, NE Lincoln NE Midwest Northern Truck Equipment Corporation - Sioux Falls, SD Sioux Falls SD Midwest Northern Truck Equipment Corporation - Fargo, ND Fargo ND Midwest Northern Truck Equipment Corporation - Rapid City, SD Rapid City SD Midwest Preferred Truck &amp; Equipment Repairs, Inc. - Sacramento, CA Sacramento CA West River City Hydraulics, Inc. - Sherwood, AR Sherwood AR Central River City Hydraulics, Inc. - Baton Rouge, LA Baton Rouge LA Central River City Hydraulics, Inc. - Memphis, TN Memphis TN Central Ruckstell California Sales Company, Inc - Fresno, CA Fresno CA West EJ Equipment - Addison, IL Addison IL Midwest Action Fleet Repair - North Las Vegas, NV North Las Vegas NV West Environmental Equipment Sales &amp; Service, LLC Sutton MA Northeast Armor Equipment - Olathe, KS Olathe KS Midwest Heil of Texas - El Paso, TX El Paso TX Central EJ Equipment - Manteno, IL Manteno IL Midwest Preferred Truck &amp; Equipment Repairs, Inc. - Livermore, CA Livermore CA West</p>
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27	Service force.	<p>Our Heil Dealer Network comprises 60 locations to service customers. In addition to these dealer technicians, Heil also has 8 Field Service Technicians that are also available to service members if the need requires it. Support for our customers is a priority and we make it as easy as possible through our dealer locator on the Heil website, easy to access email for Heil Tech Support as well as the Heil Tech Support phone number. Please click the link below to see the ease of access:  <a href="https://www.heil.com/support">https://www.heil.com/support</a></p>
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28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Heil Environmental has dedicated Customer Care and Support for new refuse equipment sales on site as well as through our extensive US dealer network. Heil also offers OEM part sales and support through Heil Parts Central. For new unit sales, Heil's release management process provides firm commitment dates on standard orders within 72 hours. All Heil products are manufactured and inspected throughout the build process building quality into every Heil product from the start. Quality Control reviews every unit before shipment to ensure every product is 100% accurate to the customer's request and order submission. OEM part sales are available through Heil Parts Central's 24-hours a day e-commerce website and Representatives for these products as well. At Heil we pride ourselves on customer satisfaction	*
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	Heil is fully prepared and uniquely capable of servicing ALL Sourcewell Member geographic areas and market segments under this contract in the United States, Canada, and internationally.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There will be no exclusions of Sourcewell Members from our contract related to this RFP. Heil is fully prepared and uniquely capable of servicing ALL Sourcewell Member segments.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	The requirements for shipping a piece of equipment via an ocean-going vessel will vary depending on the port of departure and the port of delivery. In some cases, full or partial payment of equipment may be required prior to loading onto the shipping vessel or exiting port after loaded.	*

**Marketing Plan**

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Heil is very aggressive in our marketing of the opportunities provided us by our association with Sourcewell. We have one of the nation's largest dealer networks – and work with them, provide training and guidance regarding how to best take advantage of our Sourcewell contract. In addition, we use our in-house video production team to further enhance both the brand – and the strength of partnering with Sourcewell through both our Sourcewell video testimonial – and through our popular ReadyTruck video series – which plugs Sourcewell during every episode. Both of these channels are popular and viewed by our following. These can also be found on our website – which garners more traffic than any of our competitors [based on Moz and Google Analytics reporting]. In addition, we display our Sourcewell contract proudly on our website, as well as on all of our eBrochures.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Effective SEO is a key component of all of ESG's web properties and Heil, Marathon, and 3rd Eye all have robust social media strategies that highlight wins, customers, and information pertinent to the waste industry. We are leading all of our competitors in our SEO search metrics as can be seen in the attached charts. We have always looked at our SEO strategy as a "discipline" vs. a process – and we feel that our dominance in this area is a testament to that. Combined with this strategy are tools that monitor our website traffic and provide very granular metrics regarding who is on our site, what they are looking for – and how often they visit. This information is then automatically delivered to our sales teams to ensure they track the lead through revenue generation.	*
34	In your view, what is Sourcewell's role in pr Sourcewell- awarded contract into your sale	Sourcewell is seen has a valuable partner in the implementation and success of this contract. As such, we believe that Sourcewell's role as a joint partner in all marketing collaterals is essential. As part of our partnership, Heil will be responsible for increasing Sourcewell awareness and the inherent benefits of the contract through our various dealer sales meetings, national Heil sales meetings and any trade shows in which we participate. In exchange, we would expect that Sourcewell will promote Heil on the Sourcewell website, in the quarterly Newsletter, in all Sourcewell literature, and at all applicable marketing resources and publications.	*
35	Are your products or services available through e-procurement system and how government	No. Due to the many options that are offered on both body and chassis and the electronic interactions that have to occur between the two units, we feel it prudent to involve our Dealer Representatives that are trained to know what will work together and what will not. It is too complicated to just select options and hope it will work, and this will help protect the member's procurement teams who may not be as knowledgeable regarding product options and applications by utilizing the trained staff at our dealer locations.	*

**Value-Added Attributes**

Line Item	Question	Response *	
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<p>36</p>	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Heil offers a wide array of custom training programs that keeps our sales management and Dealer sales force up to speed on our products. From selling techniques, technical product and operator trainings, to product maintenance schools, every aspect of selling and promoting our vehicles is covered. We have been extremely successful with these programs and will be offering them again to our Sourcewell members to further their education on mobile refuse collection vehicles. They consist of:</p> <ul style="list-style-type: none"> <li>• In-person training sessions. They are performed in our Fort Payne, Alabama and Vernon, Alabama production facilities. The proximity of the factory makes it easier for the Sourcewell Members to fully comprehend what separates our mobile refuse vehicles from our competitors.</li> <li>• Mobile training trailers that travel throughout the United States. These two unique and first in the industry mobile classrooms bring education directly to our customers. As a customer-oriented company, we believe this type of training eliminates travel time, job downtime, and related costs for course attendees. In fact, they can be set up onsite at a customer or Dealer location and are equipped with the latest technology to deliver customer-specific content in air-conditioned comfort.</li> <li>• Heil Service Shack video trainings available to our Sourcewell members in the form videos posted on our various social media sites. These are available in English, Spanish and French Canadian. Follow the links below for examples: English <a href="https://vimeo.com/281281938/636d4ccd22">https://vimeo.com/281281938/636d4ccd22</a> French Canadian <a href="https://vimeo.com/281969922">https://vimeo.com/281969922</a> Spanish <a href="https://vimeo.com/274579697">https://vimeo.com/274579697</a></li> </ul>
<p>37</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<ul style="list-style-type: none"> <li>• Safety via cameras and radar with the ability to record all cameras on the truck (when installed with 3rd Eye's Hurricane Gateway)</li> <li>• Asset utilization: be able to record and track the hours and location of your assets</li> <li>• Equipment behavior: know that status of your garbage truck's hopper, compactor and ancillary equipment in real time</li> <li>• On Road / Off Road: know when your assets are on highway and when they are not</li> <li>• Integrating lightweight composites into non-critical areas of our refuse collection bodies to produce the lightest weight refuse collection vehicle on the market today with the largest legal payload – 11+ tons.</li> <li>• Adding the Heil Overweight Prevention System™ (HOPS™) to our refuse collection vehicles to monitor vehicle weight while on route. HOPS uses axle transducer scales, accurate to within 2%, to determine the vehicle's gross weight. When the unit approaches its maximum allowable weight, the driver receives audible and visual signals inside the cab. When the unit reaches its maximum allowable weight, the system prevents the operator from collecting any more cans. This helps ensure full loads, minimizes exposure to overweight fines, and extends the life of the vehicle.</li> <li>• Heil's Automated Front Loader with Odyssey controls and hydraulics launched in mid-2013 redefining automated and bulk refuse collection levels. Pressure compensated piston pump, positions sensing cylinders and control logic drove weight out of the product while significantly reducing complexity, increasing reliability resulting in industry leading uptime and lowest Total Cost of Ownership.</li> <li>• No other residential front loader garbage truck features the Half/Pack® smart design, with all of its systems working together to reduce the total cost of operation. It's more efficient, easier to operate, easier to service, and less likely to need service in the first place.</li> <li>• The Half/Pack® Freedom™ frontload trash truck weighs only 15,700 pounds, which is 19% lighter than a standard Half/Pack® and 1,350 pounds lighter than the lightweight Half/Pack® Sierra™. The Freedom™ can carry up to 11 tons of legal payload in its 28 cubic yard front load body – the largest legal payload – and features a 12 cubic yard hopper and a frontload arm lifting capacity of 8,000 pounds. To ensure the Half/Pack® Freedom™ front loader maintains its long-term durability, we have added an innovative load-control system to the unit called the Heil® Optimal Payload System™ or HOPS™.</li> <li>• The Heil® Half/Pack® front-load garbage truck with Odyssey™ hydraulic controls has a single, easy-to-use joystick that maximizes ergonomics by requiring minimal effort to operate and increases productivity. It is also equipped with an Insight Display, an in-cab display that provides real-time feedback, as well as optimal operator control.</li> </ul>

<p>38</p>	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>As a leader in the solid waste and recycling industry, Heil maintains a corporate mission to provide customers with innovative solutions for processing, transporting, and transforming the solid waste stream into sustainable resources that benefit both our customers and our communities. To that end, we strive to incorporate —green practices into our company processes as well as into our products. Here are some examples:</p> <ul style="list-style-type: none"> <li>• We have installed a CNG fueling station at our Fort Payne, Alabama production facility to meet the fueling needs of refuse collection units leaving the plant as well as to support the fueling of privately owned CNG-powered vehicles in the local community.</li> <li>• As part of our manufacturing process we install CNG fuel systems on many new customer trucks while meeting the growing demand for gas fueling applications.</li> </ul> <p>In Heil production facilities, we:</p> <ul style="list-style-type: none"> <li>• Recycle 100% of the scrap steel used to make our products</li> <li>• Use a low VOC electrostatic paint process to paint our lifters, refuse collection bodies, compactors, and balers</li> <li>• Actively recycle cardboard, aluminum, plastic, office paper, and wooden pallets</li> <li>• Our green products include:</li> <li>• Use of hybrid and CNG-fueling systems on our Heil refuse collection bodies</li> <li>• Building innovative, lightweight Heil refuse collection units that reduce costs associated with fuel, tires, and brakes</li> <li>• Our patented Odyssey™ hydraulic control technology delivers waste industry-leading productivity with the lowest total cost of ownership, helping refuse haulers make more money on the route. This system is designed to help operators finish routes up to 20% faster, deliver measurable fuel savings while reducing wear on the lift assembly, chassis, engine, and transmission. Plus, it greatly reduces noise pollution.</li> </ul> <ul style="list-style-type: none"> <li>• As a Dover company, Heil supports Dover Corporation's —Sustainability Policy, a long-term commitment to operational excellence that will reduce greenhouse gas emissions, the use of volatile organic compounds (VOC), metal and cardboard consumption, and landfill utilization across the enterprise.</li> <li>• Specifically, Dover has committed to reduce greenhouse gas emissions and energy consumption by 20% each by the year 2020. Many Dover operating companies have already achieved significant energy and energy cost reductions in their operations. Launched in 2012, Dover's Energy Efficiency Captain Program has created a knowledge sharing community of operating company professionals to discuss energy efficiency and sustainability initiatives at their facilities. Initial findings from 2012 data indicate that 39 energy efficiency projects were implemented, with over 8,000 MWh in savings. To learn more, please click the following link:</li> </ul> <p><a href="https://www.dovercorporation.com/about-us/sustainability/intensity-goals">https://www.dovercorporation.com/about-us/sustainability/intensity-goals</a></p>
<p>39</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>Heil is continually innovating toward solving all sorts of hard problems that enable our customers to be more safe and efficient. One example of this is the way Odyssey controls help to conserve energy through smart hydraulic power management. By providing the right amount of power only when it is needed, energy is conserved. Specifically, utilizing a variable displacement pump combined with a load sensing hydraulic valve and proportional control system, operators get the finesse and power they need while fuel economy improves. Moreover, in our more conventional designs, complete disengagement of the hydraulic pump, via a hot shift pto, eliminates parasitic loss which also improves fuel efficiency.</p> <p>One of the more substantial efficiency improvements with the Odyssey comes from system productivity. The entire system efficiency plays a major role in fuel usage when viewed from the perspective of 'cans-per-gallon'. The Odyssey design takes seconds off of packer and auto-lift cycles. Combine this with the inherent ergonomics and maneuverability of the Curotto Can and the unit finishes the route substantially faster than conventional RCVs. Of vital importance is the fact that when the key switch is off, there is 100% fuel savings. The culmination of these highly engineered features results in a product that has the potential to save hours a week in operational costs. All things being equal, if a route is completed in 9 hours verses 10; there is a 10% fuel savings.</p> <p>Energy conservation is of critical importance to all stakeholders in the RCV industry. Heil recognizes this and has responded with a highly engineered product that lives up to the Heil legacy. This has been accomplished through the designs, measurements and analysis reflected here, and is meant to help end users succeed in their social, financial and environmental goals.</p>
<p>40</p>	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>As an operating entity of a public company, Heil is not certified as a WMBE or SBE business entity. However, five of our dealers are certified as WMBE business entities: Heil of Texas, River City Hydraulics, Ingram Equipment, UTEC, and Fer-Marc Equipment.</p>

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	<ul style="list-style-type: none"> <li>• The ability to be a single source provider for equipment, parts and service under this contract</li> <li>• Offer a full range of RCV products - Front Loader, Automated Front Loader, Side Loader and Rear Loader.</li> <li>• Localized parts inventories at your Dealer Locations for all models</li> <li>• All RCV's offered are manufactured in the US and comply with current ANSI and FMVSS requirements</li> <li>• 60 authorized US and Canada Dealer locations capable of providing complete Sales, Parts &amp; Service</li> <li>• All Dealers routinely evaluated to ensure they are providing superior quality and service</li> <li>• Directly employ 8 technicians who provide factory and field support for all products offered, with access to over 650 engineering and manufacturing personnel</li> <li>• Own well over 200 patents</li> <li>• All warranty handled direct without pass through to an outside supplier or manufacturer</li> <li>• Preventative maintenance programs available</li> <li>• Complete service, operator, factory and field training available for authorized Dealers and customers across all product lines</li> <li>• Offer on-site alternative fuel system installation</li> <li>• On-site alternative fuel filling station</li> <li>• On the ground, completed and ready to go factory RCV inventory program with equipment available for immediate delivery</li> <li>• Rental program to fulfill equipment needs prior to completing a Sourcewell transaction</li> <li>• Factory and Dealer demos available for on route demonstrations</li> <li>• Utilize multiple software tools to collect data and analyze route information to offer best-product solutions and optimize Total Cost of Ownership for varying user conditions</li> <li>• Sales, parts and service marketing programs available to Dealers for all products</li> </ul>	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Heil is uniquely capable and fully prepared to service Sourcewell Members in Canada and around the globe. We have 5 dealers in the Canadian Provinces with many representatives who are bilingual where applicable, as well as a widespread network of representation around the world in various countries, all of whom are managed by Heil Export Sales Team. Heil is also the preferred supplier of refuse collection bodies to many the largest waste management companies that currently serve the Canadian market as well as Canada's largest rental fleet.	*

## Warranty

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	The initial 1-year standard warranty coverage includes parts and labor for 12 months or 2000 hours. In addition to the 1-year standard warranty, there are also various extended warranty packages that may be purchased depending on the needs of the individual member.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Heil® Certified OEM Parts are the most reliable replacement parts for Heil® refuse trucks. These parts are made following the exact specifications and production processes on the same assembly lines as the parts originally installed on the vehicles. This means they fit perfectly every time. Heil® uses only the highest-quality materials for parts that last, therefore, OEM parts must be used to continue warranty coverage. Heil does not assume any liability for warranty considerations due to any improper use, operation beyond rated equipment/component capacity, substitution of parts that are not Heil-approved, or any alteration or repair by others in such a manner that affects the product operation or integrity.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Although we do not cover the expense of travel time and mileage for warranty repairs, the Heil Warranty Request Order Form (referred to as the WRO Form) is used to request approval for policy adjustment of warranty coverage requesting unusual or non-standard repair(s) and exceptions such as these may be considered.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Heil is fully prepared and uniquely capable of servicing ALL Sourcewell member geographic areas and market segments under this contract in the United States and Canada. The first level of service would be through the Authorized Heil Dealer network, and if required, the Field Service team within our Heil Technical Support Group.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes. Heil pays warrantable claims and then we work internally with our suppliers toward recovery where applicable.	*
48	What are your proposed exchange and return programs and policies?	OEM parts purchased from the Heil Dealer through Parts Central can sometimes be considered for return or exchange depending on certain criteria, such as being a current production part, and are evaluated on a case by case basis. Cylinders, when applicable, ship back to cylinder OEM for evaluation. Non-cylinder claims may require return to Heil and is determined through the warranty and repair process.	*
49	Describe any service contract options for the items included in your proposal.	Each dealer in our extensive network establishes the pricing for and manages service contracts on a localized basis for our customers based on their individual needs.	*

## Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Heil's payment terms are Net 30.
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes. Since March of 2017, Heil has been partnered with DLL Financial Solutions to offer value-added retail financing and leasing programs. With over 35 years of proven vendor finance experience, DLL provides flexible finance solutions to customers around the globe. They are a reliable name and fully support all Heil US and Canadian dealers. DLL does offer flexible tax-exempt equipment financing solutions as well as Tax-exempt Municipal Lease Purchase options for State and local governments, public school districts and public colleges and universities.  In addition to this, Heil has a good working relationship with the team at National Cooperative Leasing and are very willing to work with them also.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	All orders for Heil products will be handled by each Member's local Heil Dealer, except for those sales territories where products are sold direct via our internal sales team. For those orders, the Member will work directly with the Heil Regional Manager for the territory who will handle the entire order process. From time to time the situation may arise where we can authorize another entity working in conjunction with our Heil dealer to offer the member a proposal using our contract. An example of this might be where a license is needed to sell a chassis in a certain location, but our Heil dealer is selling a turn key solution to the Sourcewell member. In this example, the purchase order might be issued to an entity not listed as a Heil dealer, but the Heil dealer is initiating the proposal to the Sourcewell member and providing the member with a simple, single purchase order solution.  The Heil website ( <a href="http://www.heil.com">www.heil.com</a> ) can be accessed 24 hours per day, seven days per week. The site offers an interactive listing of authorized Heil dealers Members can use to find their local Sourcewell dealer/representative, who they will call directly to answer questions or to place an order.  The Heil representative responsible for the territory of a Sourcewell member will work directly with them to identify the member's equipment needs. Once all equipment requirements have been determined, the representative will accept a PO directly from the Sourcewell member, complete all necessary paperwork, and place the member's order with Heil.
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	With all orders for Heil products being handled by the local Heil Dealer, payments are made directly to the respective dealer. Due to expense associated with fees related to a capital expense of this size, P-Card payments are not feasible. We believe this better serves the Sourcewell members in keeping costs lower.

## Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-cat materials (if applicable)) in the document upload section of your resp	Heil maintains individual MSRP Price Lists for each of our equipment product offerings and would use a "Percentage Discount from Catalog" model for pricing our products under this contract. For the 12,000 plus available parts offered, the pricing is also a "Percentage Discount" model. We have included copies of our MSRP equipment (See Appendix D) and parts pricing (See Appendix E for Heil Parts Pricing, Appendix F for Bayne Parts Pricing and Appendix G for Curotto Can Parts Pricing). Within the MSRP Price Guide, the Sourcewell member will find each product offered at various body sizes along with multiple options available to the member to meet their specific requirement. Due to the many options that are offered on both body and chassis and the electronic interactions that occur between the two units, we feel it prudent to involve our Dealer Representatives that are trained to know what will work together and what will not. Once the member has met with and defined a body and chassis specification that they desire, the Heil Dealer will provide them a quote that would contain the itemized list of the body with options and a total price. If the member wanted to verify that the quote was compliant to the contract, they would be able to compare the two documents to ensure they are not paying more than the 4% off MSRP.

55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	If awarded a contract, we would offer Sourcewell Members a discount of 4% off MSRP for all products and services which would represent the ceiling price a member would pay to a Heil Dealer although the exception to this would be the chassis. See Appendix A for Chassis Specs and Pricing. Note, this discount does not apply to equipment rentals through those various entities. The rental pricing submitted has already taken this discount.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	Although Heil does not offer volume rebate programs, since our pricing is a ceiling-based approach for the Sourcewell member, a specific opportunity consisting of a high volume of units would certainly be reviewed.	*
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	In general, we do not source goods outside of our published price guides, so we are able to use the benefit of the Heil Dealer network to handle these nonstandard options that are requested by the members. The Sourcewell member will specify what product or service that is not included in our published price guides and we then review those items to ensure they have provided a line item quote to the member for each request. Similarly, the situation may arise where the member has a chassis specification that our turnkey solutions do not completely satisfy. In these situations, we will request a copy of the chassis specification desired and compare it to our standard specifications. We would consider these differences to be nonstandard options and would make sure that the difference in price would not exceed 10% of the total value of a turnkey package solution.  Also, these non-standard options could include fuel delivery systems. For example, the installation of a LNG (Liquid Natural Gas) engine could be quoted by the Heil dealer, and as a non-standard option, the pricing should not exceed the 10% of the turnkey package threshold per option. It is feasible that a combination of expensive options such as a LNG fuel system and body scales could exceed the 10% sourced good threshold combined, but not individually.	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Total Cost of Acquisition costs are included in the pricing we have submitted with this Proposal. Freight or shipping charges would be identified by line item as such on the quotation to the member from the associated Heil dealer as well as any member requested additions.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Due to varying customer locations and shipping preferences, freight is an additional cost not included in the price guide submitted in Appendix D. Freight/delivery is included in the final pricing for every Sourcewell order. The current cost for Heil arranged shipping to the local Heil dealer, including Canada, is detailed in the "Heil Drive Away Price List" attachment submitted in Appendix H.  For destinations not falling within the continental United States, the units will be delivered to the port of exit via a Heil or customer arranged delivery service and shipped via barge or ocean-going vessel to the destination.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipments to Member Agencies in Alaska and Hawaii would be handled by the local Heil Dealer who is well-versed in economically coordinating these types of shipments. Shipping requirements vary by type of product, product dimensions, and weight. For example, a refuse collection vehicle can be driven to the port of export, then shipped via container to its port of destination, and then driven to the local dealer who would perform the necessary inspections and facilitate delivery to the customer. For all product orders shipping to Alaska or Hawaii, all costs for shipping would be calculated and quoted to the customer at time of order. Shipments to our Canadian Heil Dealers are included in the Heil Drive Away Price list in Appendix H. Returns are treated the same for Hawaii and Alaska as for the other 48 states.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Heil's Network comprising 34, well trained, entrepreneurial Dealers at 60 locations around the U.S. and Canada, set Heil apart in size, personnel, experience and customer focus. This network coupled with Heil's product innovation pipeline and factory support makes the Heil brand, sales and customer service channels unique to the refuse collection vehicle market.	*

**Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Option C best describes the pricing that is offered in our proposal. Heil does not hold any other cooperative purchasing contracts, nor do we have a GSA account. Our product offerings are sold through our Heil Dealer network to the individual Sourcewell members. This proposal sets a ceiling price and therefore allows the dealer to work individually with the member to get them the best price possible.

**Audit and Administrative Fee**

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Heil's self-audit process for all Sourcewell transactions will begin as soon as an order is submitted. Orders will be reviewed immediately by multiple departments to ensure all necessary documents are submitted, and complete. Prior to submitting quarterly fees to Sourcewell, the final invoice to each Sourcewell member will be reviewed to make certain the Sourcewell fee amount is in alignment with the final invoice to the Sourcewell member. In addition to Heil's Customer Care team retaining all documents submitted with the original order, Heil will retain a copy of the final customer invoice, other applicable documents and reports.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Heil proposes an administrative fee payable to Sourcewell of 1% of the purchase price on all products, including chassis.

**Industry Specific Questions**

Line Item	Question	Response *
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The internal metrics that we currently utilize to measure success are related to total units sold on the contract versus a goal. We set our goal each year based on our company annual operating plan, then we measure throughout the year to be sure we are staying on target or looking for ways to address areas where we are exceeding or missing our goal. We also track the number of units sold off the contract that are turnkey solutions versus non-turnkey solutions.
66	If your proposal does not include the chassis as a turnkey solution, propose, in detail, the process you or your dealer will follow to assist the Sourcewell member to acquire the chassis.	Heil does offer a full turnkey solution, but as noted in Question 57 regarding "sourced" products, the situation may arise where the member has a chassis specification that our turnkey solutions do not completely satisfy. In these situations, we will request a copy of the chassis specification desired and compare it to our standard specifications. We would consider these differences to be nonstandard options and would make sure that the difference in price would not exceed 10% of the total value of a turnkey package solution. Similarly, chassis OEMs generally make model changes in the middle of the year and some customers prefer the newer models. We would follow the same process of comparing the chassis specifications for the current year model versus the newest model and ensure that the difference in price would not exceed 10% of the total value of a turnkey package solution.



67	<p>Explain key designs or processes your company takes to provide and promote safe operation of your equipment.</p>	<p>For many years, the Heil company has been an active participant in the development and maintenance of the ANSI Z245.1 – Mobile Equipment safety standard which governs our industry. The chairman of this committee is a Heil Director of Engineering, and ESG is a voting corporate member of the main ANSI council with many representatives across multiple ANSI standard subcommittees. All Heil designs are compliant with ANSI 245.1, and each design change is evaluated against this standard by way of our disciplined and documented engineering change process. However, ANSI is not the only standard with which Heil ensures compliance. The company is diligent to comply with all relevant standards that cover our products. This includes: FMVSS, SAE, ISO, and NFPA52 just to name a few. Safety is our first priority and is daily topic in our daily work and conversations, followed by quality and on-time delivery. Heil also has a long-standing and extensive training program to help our customers and their end-user customers understand the required safety and maintenance practices. This is supported by way of factory training, on-site training, and on-line video resources. Heil adheres to a high standard of business ethics and is a socially responsible company committed to the safe design, manufacture, operation and service of its innovative products.</p>
68	<p>Explain how your equipment in this category reduces down-time for the purchasing entity.</p>	<p>Front Loaders</p> <ul style="list-style-type: none"> <li>Streetwise Hydraulics, the Heil® exclusive "clean front head," relocates the hydraulic body valve from the front head to under the side of the refuse body. This design reduces the influence of exhaust heat on the hydraulic components, as well as improving access to the valve bodies. This improves safety and reliability while reducing downtime.</li> <li>The Cortex controller with Insight Display - the brain of our system - is a rugged mobile controller that delivers intelligence and precision. Utilizing a mobile controller and placing it in a protected location gives us the intelligence we need and the durability our customers demand.</li> <li>The Heil® Half/Pack® front-load garbage truck with Odyssey™ hydraulic controls has interlocking cross-members and long-members that form a rock solid foundation for the body, delivering unmatched durability and longevity. This allows for more uptime, longer equipment life, and a higher resale value. A load-sensing piston pump controls hydraulic flow, intelligently delivering proper oil amounts as required. This increases efficiency, reduces fuel consumption, decreases hydraulic system temperatures, and contributes to low Total Cost of Ownership.</li> <li>Equipped with an Insight Display, an in-cab display that provides real-time feedback, as well as optimal operator control. The operator can look to one place for all of the information needed on the body of the truck. Also, the Insight display offers maintenance personnel advanced troubleshooting features. This not only makes the operator more efficient but also reduces downtime and maintenance.</li> <li>Heil® continues to set the standard for front loader refuse trucks with the evolution of innovative new features that enhance functionality. Our patented Shur-Lock™ tailgate locks, double-walled and lapped hopper sides, and an industry-leading interlaced ladder subfloor foundation mean that your Half/Pack® front loader is built for a long, reliable lifespan.</li> <li>Zinc Plated tubes – The use of zinc plated tubes eliminates corrosion, therefore reducing hydraulic leaks and prevents the need to replace components over the life of the truck. This reduces maintenance and downtime costs.</li> <li>Hydraulic Tube Covers – Protects the tubes and hoses on the arms from damage</li> <li>Illuminated Push Button Controls – Fully sealed and potted, easy to read and understand push button controls for body and lighting functions reduce down time by increasing reliability</li> </ul> <p>Rear Loaders</p> <ul style="list-style-type: none"> <li>The patented dual-track packing system is the heart of the PowerTrak® design. Other rear load garbage trucks move shoes or rollers along a single track during sweep and pack cycles. This requires the top cylinder to operate at a sharp angle of resistance, causing intense friction that robs power and speed and increases wear on shoes and tracks. The PowerTrak® Commercial's revolutionary dual-track system gives the top cylinder its own track, significantly reducing the angle of resistance. This reduces friction and increases cycle times because more pressure is exerted directly onto the load, giving you incredibly long life from the aluminum/bronze alloy slide shoes.</li> <li>The DuraPack® 5000 features the Heil® DP body, the only fully welded, interlaced subframe in a refuse collection truck. With formed channels for extra strength, high tensile strength steel to maximize performance at a minimum weight, and full welding for superior resistance to corrosion and cracking, the DuraPack® 5000 is a sturdy rear loader with the stamina to absorb years of tough refuse hauling. In addition, the Cortex controllers with Insight Display – has been integrated into the electric system to reduce downtime. By utilizing this mobile controller and placing it in protected locations, the unit becomes more reliable and with more consistent interfaces with chassis electrical systems becomes easier to diagnose and keep on route.</li> </ul> <p>Side Loaders</p> <ul style="list-style-type: none"> <li>The Python® side load arm features cushioned cylinders for action that's smooth, saving wear and tear on the lift arm and the chassis.</li> <li>The Heil® Operate-in-Gear-at-Idle System comes standard on the DuraPack® Python®. It is designed to reduce wear on the lift assembly, chassis, engine, and transmission.</li> </ul>

- The DuraPack® Rapid Rail® automated sideloader also features Cortex with Insight Display. The "brain" of our system is a rugged mobile controller that provides the intelligence and precise control of our unit demands. Utilizing a mobile controller and placing it in a protected location gives us the intelligence we need and the durability our customers require. This allows for less downtime and ease of service.

- The Heil® Liberty™ Automated Sideloader integrates our time-tested Continuous Pack body with the patented technology of the Python arm. The Continuous Pack body has been a customer favorite for more than 35 years. Our patented paddle packer design continuously sweeps the hopper, so there's no need to stop and pack the load. And, because there's no packer panel to slide into the body, the need for shoes, guide tracks, guide rails, and internal body parts is eliminated

#### Multi-Compartment Vehicles

- The DuraPack 4060 split-body rear loader utilizes a 40/60 two-compartment split body. Also, the DuraPack® 4060 features independent hydraulic systems enabling the pressure to be adjusted for each compartment based on the type of waste being collected

#### CNG Capabilities

- CNrG™ offers a lower profile, enabling CNG-equipped front load and side load garbage trucks to make height-sensitive routes previously closed to them. And its smart design makes it road-ready from day one and reduces the need for maintenance and the associated costs. The fully integrated CNrG™ lifts as a regular tailgate and simplifies maintenance and fueling infrastructure. The CNrG™ tailgate structure received rigorous stress analysis and testing, simulating 15 years of operation.

#### Organics

- The PT 1000® can be equipped with optional features which include: an extended hopper sill, a hopper drain with shut-off valve, extended tailgate seal, body access door seal, an extended body front head plate, and sumps. The one-piece body sidewall is easier to wash and maintain, resists rust and corrosion, and is competitively priced for adding organics collection to your fleet.
- RAPIDRAIL®. Heil is now adding an Automated Organics Collection Side Load garbage truck to our unit portfolio. Rapid Rail has been specifically designed to meet the needs of organic waste collection. The Rapid Rail is equipped to be the optimal Automated Side Loader to collect organics in both the Residential and Commercial Market. The liquid-tight tailgate seal, floor mounted sealed bearing packer design, and now with optional reduced packer sweep functionality of the packer paddle make the Rapid Rail the high lift capacity, low compaction automated solution for organics collection. Available only in a dumping model to ensure optimal payload removal of the "solid organics" with an optional 3" hopper drain valve that will allow for liquid removal at specified locations.

#### Parts Central

- Heil® Certified OEM Parts are the most reliable replacement parts for Heil® refuse trucks. These parts are made following the exact specifications and production processes on the same assembly lines as the parts originally installed on the vehicles. This means they fit perfectly every time. Heil® uses only the highest-quality materials for parts that last. Parts Central also offers the most requested aftermarket parts for Heil and other makes of garbage truck bodies. Our aftermarket parts are designed and manufactured to strict standards and are backed by more than 100 years of industry experience. High-volume parts that are frequently requested are available for immediate, same-day delivery through your local Authorized Heil® Dealer. Orders for in-stock parts placed with Parts Central before 5 p.m. ET will be shipped overnight.

#### Bayne Thinline Premium Lift Systems

- Bayne's actuated lifters for mobile refuse applications feature the patented Thinline® rack and pinion rotary actuator for superior lifting capacity and outstanding reliability. These lifters, also known as cart tippers, are specifically designed to improve the efficiency of your refuse collection operation and minimize your fleet downtime.

#### Third Eye

- 3rd Eye has developed the industry leading back up truck camera systems designed to withstand shock and vibrations up to 10G, repel water intrusion, salt and handle extreme temperatures.

#### Dealer Network Advantage

- Our Heil Dealer Network comprises 60 locations to service customers. In addition to these dealer technicians, Heil also has 8 Field Service Technicians that are also available to service members if the need requires it. Support for our customers is a priority and we make it as



		<p>easy as possible through our dealer locator on the Heil website, easy to access email for Heil Tech Support as well as the Heil Tech Support phone number. By utilizing the local Heil dealer network, we are able to have technicians in the vicinity to the member arrive on site quicker and further reduce the downtime. In the event that the asset must be brought into the dealership, the various locations throughout the country reduce the amount of miles that are needed to be towed to an authorized Heil dealer.</p>
69	<p>Describe how the equipment you propose simplifies the operation for end-users.</p>	<p>One example is our patented Odyssey™ hydraulic control technology delivers waste industry- lea the links below of some of our customers explaining how our products simplify their operations: Environmental: viewable at <a href="https://vimeo.com/318776652">https://vimeo.com/318776652</a></p> <p>E.L Harvey: viewable at <a href="https://vimeo.com/292412920">https://vimeo.com/292412920</a></p> <p>JJ's Waste and Recycling: viewable at <a href="https://vimeo.com/315331275">https://vimeo.com/315331275</a></p> <p>Another example is our DuraPack® Python® automated side loader. The DuraPack® Python® automated side load garbage truck combines two proven products in one high-performance package — the DuraPack® refuse body, which is famous for its toughness and productivity, and the patented Python® automated arm, which is faster, smoother, and longer lasting than any other.</p> <p>The DuraPack® Python® arm has an 8-second lift cycle. That can save you up to 4 seconds per stop – and up to 1 hour per day – delivering a fiscal savings of more than \$15,000 per trash truck every year! You don't have to wait for the hopper to catch up with a load, either, because the Python® follower panel enables continuous dumping. Twin packing cylinders deliver outstanding payloads, so you can collect more homes with fewer trips to the disposal site.</p> <p>The Python® side load arm features cushioned cylinders for action that's smooth, saving wear and tear on the lift arm and the chassis. The Python® unique lift geometry also prevents spillage and enables the arm to return refuse carts with the lids closed every time.</p> <p>The Heil® Operate-in-Gear-at-Idle System comes standard on the DuraPack® Python®. It is designed to reduce wear on the lift assembly, chassis, engine, and transmission.</p> <p>Concerning our rearloading trucks, with over 20,000 built and nearly 30 years of reliability, the Heil® DuraPack® 5000 high-compaction rear load garbage truck has become the mainstay of refuse collection fleets. From small independent haulers to the world's largest municipal fleet, you simply can't find a better rear load body.</p> <p>Engineered to last. The DuraPack® 5000 features the Heil® DP body, the only fully welded, interlaced subframe in a refuse collection truck. With formed channels for extra strength, high tensile strength steel to maximize performance at a minimum weight, and full welding for superior resistance to corrosion and cracking, the DuraPack® 5000 is a sturdy rear loader with the stamina to absorb years of tough refuse hauling. Now with the inclusion of the cortex controllers and insight display with integrated controls, the operator has more control and information at their fingertips.</p> <p>Heil's new Semi-Autonomous optional control package allows for single button operation that will reduces operator inputs by 82% when dumping FEL containers. It also greatly reduces driver training time in some cases by 35% while increasing on route productivity of most drivers by up to 30%.</p>
70	<p>Provide examples from your product offering that are unique in the industry.</p>	<ul style="list-style-type: none"> <li>• The PowerTrak® Commercial PLUS high-compaction tag axle rear loader enables you to maximize productivity by carrying the largest legal refuse loads — up to 1,200 pounds per cubic yard! The Heil® patented design mounts the tag axle to the chassis frame rail, making it more structurally sound than refuse collection trucks with the tag axle integrated into the tailgate.</li> <li>• The MultiPack® is ideal for waste routes with “unlimited-at-the-curb” contracts. It's also the perfect unit for those ugly “surprises” that unexpectedly end up next to a customer's trash cart on collection day. Plus, while other garbage truck body manufacturers may offer multi-function trucks, only the Heil® MultiPack® is “totally functional” in both modes of operation because it can pick up a completely manual or automated route.</li> <li>• 3rd Eye Enhance Vehicle Behavioral Analytics (VBA™) encompasses the entire suite of camera, monitor, video, data, radar, and ELD solutions. This comprehensive package is offered ala carte to allow fleet owners to choose the systems that make sense for their current application with the built in upgrade path if and when it's needed. 3rd Eye puts fleet owners in the driver's seat with proven applications that help them to make better decisions to deliver the lowest total cost of ownership. 3rd Eye provides engineered body-system-sensor systems that provide real-time status and feedback for both chassis and body-related functions. Fleet owners know critical operational metrics, such as fuel consumption, operational temperatures and pressures – as well as when hydraulics are being utilized and the position of hydraulically operated body systems. This allows fleet owners to know when fuel is being used to move the vehicle vs. when the vehicle is using fuel to perform a body function [like compacting a load of garbage or lifting a man bucket]. Geo sensors allow fleet owners to know when assets are operating on road vs. off road. For the first time, fleet owners have the ability to request tax rebates for the Heavy Highway Use Tax, for fuel used during non-use fuel consumption.</li> <li>• Heil's new Semi-Autonomous optional control package allows for single button operation that will reduces operator inputs by 82% when dumping FEL containers. It also greatly reduces driver training time in some cases by 35% while increasing on route productivity of most drivers by up to 30%.</li> </ul>

71	If an hybrid/electric chassis option is not a part of your product offering, provide information on when a hybrid/electric option may be part of your offering.	While Heil is not a chassis manufacturer, we have proven that we have product offerings can be utilized on fully electric chassis. This year (2019), Mack Trucks unveiled its Mack® LR battery electric vehicle (BEV) at Waste Expo with a Heil DURAPACK® 5000 Rear Loader. Please click the link below for more information: <a href="https://www.macktrucks.com/mack-news/2019/mack-trucks-unveils-fully-electric-mack-lr--refuse-demonstration-model/">https://www.macktrucks.com/mack-news/2019/mack-trucks-unveils-fully-electric-mack-lr--refuse-demonstration-model/</a>	*
72	Describe any safety innovations on your equipment that are either exclusive or that you have introduced into the marketplace.	<ul style="list-style-type: none"> <li>The Heil Co. ("Heil") was founded in 1901 and has been an industry leader and design innovator for decades in the solid waste industry. Heil product designs comply with all safety standards and regulations applicable to our industry, and we actively innovated to improve the protection of our entire value chain, from suppliers to our customers, their customers, and the at-large population that is proximate to our machines every single day. Heil has the widest product line in the industry, including front loaders, side loaders, and rear loaders with a variety of sizes and configurations to match a multitude of on-the-street collection applications. As just one example, the Heil Odyssey Automated Front Loader allows operators to keep their eyes facing forward because the work is in front of them – in the same direction the truck is moving. This design includes features like smooth coordinated lift cycles, multiple patents like the gravity latch used to ensure the arm lift arm is secure during a dump cycle, and a combination of safety interlocks that prevent unsafe movement. Furthermore, Heil is leading the way into the future of automation by enhancing designs with smart sensors and features which relieve some of the in-cab motion stress that operators feel on a daily basis. It may be as simple as an ergonomic arm rest and multi-function joystick, or as complex as motion control design iterations that result in the lowest cab shake possible. Through a rigorous Voice of Customer program, Heil makes active outreach efforts to listens to its customers and innovates to continuously improve the safety and ergonomics of our equipment.</li> <li>The 3rd Eye family of Integrated Collision Avoidance Radar Systems offer cutting-edge solutions to protect both your drivers, your assets, and those in close proximity to your vehicle. 3rd Eye Vehicle Radar Systems assist drivers by notifying them of other vehicles as well as obstacles they may not see. Vehicles operating 3rd Eye radar systems routinely report fewer accidents and near misses and, combined with 3rd Eye camera systems – provide an added level of safety and protection that adds peace of mind – as well as providing documentary evidence to protect companies from false claims of property damage or injury. 3rd Eye collision avoidance radar systems utilize your existing 3rd Eye Mobile camera cables for easy installation.</li> </ul>	*

### Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

### Documents

#### Ensure your submission document(s) conforms to the following:

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "MarketingPlan."

- [Financial Strength and Stability](#) - Appendix B - 2018 Dover Annual Report.pdf - Thursday September 05, 2019 10:23:51
- [Marketing Plan/Samples](#) - Appendix - Marketing samples.zip - Friday September 06, 2019 14:21:37
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Pricing](#) - Appendix - Price lists.zip - Monday September 09, 2019 10:55:49
- [Additional Document](#) - Chassis Specifications.zip - Friday September 06, 2019 14:24:44



## Solicitation Number: RFP #060920

### CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Mack Trucks, Inc., 7825 National Service Road, Greensboro, NC 27409 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to make available for purchase through its participating independent authorized dealers equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

#### 1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires August 1, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

#### 2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will make available for purchase through its participating independent authorized dealers the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor's warranty for the Equipment, Products, and Services furnished will be as stated in the written warranty document provided to a Participating Entity at the time of purchase. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### 3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor and/or Vendor's participating independent dealer with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. **PARTICIPATION.** Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor and/or Vendor's participating independent authorized dealer that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor and/or Vendor's participating independent authorized dealer. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor and/or Vendor's participating independent authorized dealer, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor and/or Vendor's participating independent authorized dealer. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor's participating independent authorized dealer will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor and/or Vendor's participating independent authorized dealer may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;



- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcwell for the administrative fee amount stated in the Proposal multiplied by the total number of trucks purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn:

Accounts Receivable.” Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract’s expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor’s Authorized Representative is the person named in the Vendor’s Proposal. If Vendor’s Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

#### **10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## 12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

## 13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## 14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

## 15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

- b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
  - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
  - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

## 16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## 17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 60 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated

or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

## Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

## Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

## Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

## Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcwell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by



Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

## **21. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## **22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

### **23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to

the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal

awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

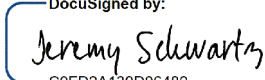
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **24. CANCELLATION**

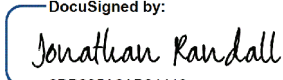
Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

\*\*\* Signature Page Follows \*\*\*

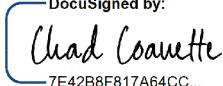
Sourcewell

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 By: \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Director of Operations &  
 Procurement/CPO  
 8/14/2020 | 11:29 AM CDT  
 Date: \_\_\_\_\_

Mack Trucks, Inc.

DocuSigned by:  
  
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 By: \_\_\_\_\_  
 Jonathan Randall  
 Title: VP Sales & Marketing  
 8/14/2020 | 11:08 AM CDT  
 Date: \_\_\_\_\_

Approved:

DocuSigned by:  
  
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 By: \_\_\_\_\_  
 Chad Coquette  
 Title: Executive Director/CEO  
 8/14/2020 | 11:32 AM CDT  
 Date: \_\_\_\_\_

# RFP 060920 - Class 4-8 Chassis with Related Equipment, Accessories, and Services

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## Vendor Details

Company Name: Mack Trucks  
Does your company conduct business under any other name? If yes, please state: No  
Address: 7825 National Service Rd.  
Greensboro, North Carolina 27409  
Contact: Scott Miller  
Email: scott.miller@macktrucks.com  
Phone: 336-662-7683  
Fax: 336-291-9102  
HST#: 52-1582040

## Submission Details

Created On: Monday April 20, 2020 09:39:05  
Submitted On: Tuesday June 09, 2020 07:58:55  
Submitted By: Scott Miller  
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Transaction #: dc05678d-77e6-4c6e-8755-b9a4476ba1ce  
Submitter's IP Address: 168.149.137.3

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Mack Trucks, Inc.
2	Proposer Address:	7825 National Service Road, Greensboro, NC 27409
3	Proposer website address:	www.macktrucks.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jonathan Randall, VP Sales & Marketing. 7825 National Service Road, Greensboro, NC 27409 jonathan.randall@macktrucks.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Scott Miller - Manager, Sales Development. 7825 National Service Road, Greensboro, NC 27409 scott.miller@macktrucks.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Darren Jones, Director Pricing, 7825 National Service Road, Greensboro, NC 27409 Darren.Jones@macktrucks.com  Edward Schnake, Manager, Pricing. 7825 National Service Road, Greensboro, NC 27409 edward.schnake@macktrucks.com

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Dedicated to durability, reliability and meeting the needs of customers, Mack Trucks has provided purpose-built transportation solutions since 1900. Today, Mack Trucks is one of North America's largest producers of heavy-duty trucks, and Mack® trucks are sold and serviced through an extensive distribution network in more than 45 countries. Mack trucks, diesel engines and transmissions sold in North America are assembled in the United States.</p> <p>Mack Trucks is part of the Volvo Group, which is driving prosperity through transport solutions by offering trucks, buses, construction equipment, power solutions for marine and industrial applications, financing and services that increase customer uptime and productivity. Founded in 1927, the Volvo Group is committed to shaping the future landscape of sustainable transport and infrastructure solutions. The Volvo Group is headquartered in Gothenburg, Sweden, employs 104,000 people and serves customers in more than 190 markets. In 2019, net sales amounted to about \$45.7 billion.</p>
8	What are your company's expectations in the event of an award?	<p>Mack Trucks expects to gain market share within the segments that Sourcewell has customers. Mack Trucks has traditionally tracked a defined "municipal" market share and has placed much focus on these municipal products and customers. For example, the company services Class 8 truck chassis in a segment called CST&gt;10L for which Mack Trucks reports a current 14.7% market share. While 14.7% is respectable, Mack Trucks strives to be Number 1 in market share and customer satisfaction within this important segment. In addition to the Class 8 chassis, Mack Trucks now offers expanded products for these same educational, government agency, and non-profit customers with its newest offerings in Class 6 and Class 7 chassis. The company expectations in all segments of its business is always to meet customer demands and grow market share, but in this CST&gt;10L segment specifically Mack Trucks expects to increase its lines of business for the different types of Sourcewell customers.</p>

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Mack Trucks is a wholly owned subsidiary of Volvo AB, a global entity employing 104,000 people and serving customers in more than 190 markets, with net sales of about \$45.7 billion for 2019. Volvo AB is a Swedish-based public company. As a subsidiary, Mack Trucks itself does not produce independent audited financial statements or have SEC filings. However, Mack Trucks hereby provides the current rating Volvo AB has with several different rating agencies, for example the A ratings with both Moody's and Standard and Poor's. Mack Trucks also provides the 2019 Annual Report for Volvo AB, which includes various reports specifically addressing the Mack Trucks subsidiary and Mack product lines.	*
10	What is your US market share for the solutions that you are proposing?	Mack Trucks' "municipal" market share for class 8 trucks in the US is 14.7%.	*
11	What is your Canadian market share for the solutions that you are proposing?	Mack Trucks' "municipal" market share for class 8 trucks in Canada is 7.2%. Due to Canadian privacy laws, it remains difficult to verify the Canadian market share, although Mack Trucks believes actual market share figures to be greater than reported.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	As of the date of this submission, Mack Trucks has never petitioned for bankruptcy protection.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Mack Trucks is a manufacturer of class 6-8 trucks. Every Mack® truck built for the North American market is assembled at its Mack Lehigh Valley Operations facility in Macungie, PA. Engines and transmissions for the North American market are built at its powertrain facility in Hagerstown, MD. Mack Trucks has approximately 125 corporate employees in the field in various sales, parts, and service roles. These employees are located at home offices all over the US and Canada, calling on dealers and end customers (including Sourcewell members) to promote the sale of trucks and parts, and to assist customers with any service uptime issues. The corporate employees also interface with the Mack dealer network on a daily basis. Mack Trucks has hundreds of support personnel on its corporate campus in Greensboro, NC assisting its field teams, dealers, and end customers. Mack Trucks has a dedicated UpTime Center staffed with over 600 people operating a live person call center functioning 24/7 for 365 days a year. The UpTime Center further supports its customer base by speaking in 8 different languages.  Mack Trucks sells and services its products through a network of independent authorized dealers. As of January 1, 2020, Mack Trucks had 124 dealer-owners with 432 rooftop locations servicing the US and Canada. Mack Trucks has issued comprehensive policies and procedures to its dealers to help ensure end customers are supported in a consistent, comprehensive manner, in line with the expectations of the Mack brand, regardless of where Mack end customers may be located.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Although Mack Trucks is not aware of any licenses or certifications needed to either produce or sell chassis specifically to Sourcewell customers, Mack Trucks does maintain required trade licenses to conduct business in all 50 states of the US and in the provinces of Canada.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Mack Trucks certifies that to the best of its knowledge and belief it has not been listed by any federal or state authority as debarred or suspended during the past ten years.	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>2020 - Mack Trucks' John Walsh, Mack Trucks vice president of marketing, was named to Constellation Research's 2020 AX50, an elite list of leaders from companies focused on innovation and transforming customer experiences. Mack Trucks and Walsh were recognized for the truck manufacturer's work in customer experience and digital marketing.</p> <p>2018 – Mack Trucks' design team was recognized by the Industrial Designers Society of America with a Silver International Design Excellence Award (IDEA) in recognition of their work on the Mack Anthem model.</p> <p>2016 – Mack Trucks and its Mack Trucks Academy won a Brandon Hall Group gold award in the Best Learning Program Supporting a Change Transformation Business Strategy category for its Certified Uptime Centers training program. The Brandon Hall Group awards recognize how learning programs are developed and applied in support of major organizational changes.</p> <p>2016 – Mack Trucks' "The Horn" video won four bronze Telly Awards, which honor the finest video and film productions and online commercials, video and films.</p> <p>2016 - Superior Carriers, a division of Superior Bulk Logistics, awarded Mack Trucks its President's Supplier Excellence Award, the only external award given by the company on an annual basis.</p> <p>2015 – Mack Trucks' website was honored as a Gold Winner in the business-to-business category of the 13th annual Horizon Interactive Awards, which recognize excellence in interactive media production.</p> <p>2015 – Mack Trucks was named the 2015 Commercial Vehicle Maker of the Year by TU-Automotive, a leading organization focused on the connected vehicle technology segment. Mack Trucks received the award for Mack GuardDog Connect, its integrated telematics solution, and Mack Fleet Management Services.</p>
17	What percentage of your sales are to the governmental sector in the past three years	10.6% of its sales were to the governmental sector in the last three years.
18	What percentage of your sales are to the education sector in the past three years	Less than 1% of its sales were to the education sector over the last three years.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Many Mack dealers work directly with local state cooperative purchasing contracts, but Mack Trucks does not hold any contracts corporately. Some examples would be: Florida Sheriff's Association, North Carolina Sheriff's Association, Alabama County Commission Association, Pennsylvania Co-Stars, Texas Buy Board. Mack Trucks does not track the sales by cooperative, as these sales are handled and tracked through its independent authorized MACK dealers throughout the US and Canada.
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Mack Defense, a wholly owned subsidiary of Mack Trucks, Inc. and the Volvo Group has a GSA contract. Cage code: 6B8L4. (flyer attached in documents)</p> <p>Sales volumes on the GSA contract are as follows:  2017 125 units totaling \$14.3M  2018 47 units totaling \$5.4M  2019 140 units totaling \$19.6M</p>

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
State of Utah DOT	Troy Starley	801-965-4470
City of Detroit	Bill Webster	313-628-1148
Missouri DOT	Roy Hogsett	660-385-8274

**Table 5: Top Five Government or Education Customers**

**Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.**

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Agencies in NY	Government	New York - NY	We mainly sell cabover refuse trucks that are also used to plow snow. They also use our chassis for wreckers, dump trucks, and others.	635 trucks	\$184,116,980
Agencies in PA	Government	Pennsylvania - PA	Chassis for snow plows	363 trucks	\$36,772,989
Agencies in TN	Government	Tennessee - TN	Chassis for snow plows and dump trucks	203 trucks	\$21,390,110
Agencies in AL	Government	Alabama - AL	Chassis for dump trucks and tractors to haul dump trailers.	184 trucks	\$21,650,912
Agencies in UT	Government	Utah - UT	Chassis for snow plows	152 trucks	\$14,828,208

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	Mack Trucks currently has 31 corporate sales reps in the field, working from home offices and covering territories calling on Mack dealers and customers. Together with the 893 dealer sales reps, the corporate field team will visit customers to work on selling Mack trucks.
24	Dealer network or other distribution methods.	Mack Trucks has 432 Full Line dealers for the US / Canada. Of those dealers 132 are Certified Uptime Dealers which means they have dedicated bays to get trucks in and out of the shop quickly. Customers can expect a diagnosis within two hours of arriving at a Certified Uptime Center and if the repair fits the criteria the truck is pulled into an Uptime bay where the repair is done in four hours or less.
25	Service force.	Mack Trucks currently has 77 corporate service reps in the field, working from home offices and covering territories calling on Mack dealers and customers in the US and Canada. These service reps work directly with Mack dealers and customers to address repairing and/or servicing Mack trucks. They also become involved with customers to support warranty, Up-time solutions, Over-the-air programming, etc.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Mack Trucks has a 24 hour / 365 day Mack One Call Uptime Center. All operations are in Greensboro, NC and fully staffed 24/7 with trained professionals to assist with any type of issues. All operations are in one facility, housing Parts and Reliability engineers who can speak face to face to ensure a quick response to an issue. Mack Trucks also has complete lists of outside towing /repair facilities to support customer needs.
27	Identify your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	In the United States Mack Trucks has a total of 342 rooftop locations. This includes 279 Full-line dealers (truck sales, parts, and service) and the rest are parts and service locations. Mack dealers desire a program to sell trucks under the Sourcwell banner and make the purchasing process easier for their customers who are also Sourcwell members. Mack Trucks views a successful Sourcwell bid as a holistic WIN for all parties involved - Mack Corporate, Mack Dealers, and Sourcwell Members.
28	Identify your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	In Canada Mack Trucks has a total of 90 rooftop locations. This includes 34 Full-line dealers (truck sales, parts, and service) and the rest are parts and service locations. Mack dealers desire a program to sell trucks under the Sourcwell banner and make the purchasing process easier for their customers who are also Sourcwell members. Mack Trucks views a successful Sourcwell bid as a holistic WIN for all parties involved - Mack Corporate, Mack Dealers, and Sourcwell Members.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic restrictions unless the local Mack dealer decides independently not to participate in the program.
30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no limitations to Mack dealers selling and servicing Mack products to any of the Sourcwell entity participating sectors. Mack Trucks has no exclusive agreements with any other cooperative purchasing contracts that will limit its ability to promote Sourcwell.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Mack Trucks has dealers in Hawaii, Alaska, and US Territories who will be able to sell to and service Sourcwell customers. There are no restrictions unless the local Mack dealer independently decides not to participate in the program.

**Table 7: Marketing Plan**

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>The strategy will be to educate and engage the Mack dealer network to properly be aware of these bid opportunities. Mack Trucks will place ads where appropriate to communicate that the Mack brand is now a part of the Sourcewell network.</p> <p>Mack Trucks' plan is to identify Mack Sourcewell dealers and include the notation in the Mack dealer locator. This will allow customers to search for and discover Mack Sourcewell dealers closest to them via the Mack dealer locator.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Mack Trucks remains highly focused on delivering the digital experience across all of its marketing channels. The primary objective in Mack Trucks Marketing is to drive awareness, interest, and consideration of Mack products and services. Mack Trucks uses social media, video, trade shows, programmatic digital materials, and other technological methods for marketing its messages. Marketing supports potential and existing customers that are actively shopping for Classes 6-8 products, to provide news, product and service improvements, and new offerings of Mack Trucks, and promotes connections between potential and existing customers with Mack Trucks dealers based on an interested party's location for customer convenience.</p> <p>Web forms, landing pages, multi-channel marketing campaigns, offline print, and trade show experiences encourage potential customers to self-identify and promote personalized and segmented customer profiles. These efforts allow Mack Trucks to better understand a customer's needs and applications. Complete profiles enable Mack Trucks to provide segmented content to customers, which can be further enhanced based on specific product inquiries and online website behavior tailored to a customer's interests. Customer information may be provided to independent authorized Mack dealers to foster relationships with potential customers about Mack products and services.</p> <p>Existing and potential customers can manage their technology and digital relationships with Mack Trucks in accordance with the Mack Privacy Policy, where Mack Trucks explains its use of cookies and other aspects of managing digital technologies. Mack Trucks allows customers to manage their preferences regarding access to and communications with Mack Trucks concerning its products and services.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>If Mack Trucks is awarded a Sourcewell contract, then Mack Trucks anticipates Sourcewell's role to be directing its Members to the Mack brand as an option for class 6-8 truck chassis. Further, Mack Trucks would appreciate being informed of the customer inquiry so that the company could inform its local Mack dealer. This lead will offer the Mack dealer an opportunity to initiate a conversation with said customer and hopefully provide them a solution to fit their needs.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Due to highly customizable nature of a Mack chassis, and the need for a Mack dealer to explain options to best suit a particular customers needs and equipment application, Mack Trucks does not currently offer an e-procurement ordering platform directly to the end customer. Mack Trucks does provide several on-line tools, for example its "truck builder" tool, where end customers can go to the MackTrucks.com website and "build a truck" to their general specifications. This tool will then send those general specifications to the closest Mack dealer who can in turn validate the specifications and quote that customer on those specs using the Mack Sales System (MSS) tool, and thereafter confirm and submit an order for product. However, for the protection of the customer, to ensure the customer is getting the proper product for its specific application and duty cycle, Mack Trucks does not offer the customer a mechanism to complete the transaction itself through an on-line e-procurement ordering process.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Mack Trucks offers a variety of training for its customers. Mack Trucks provides on-line training and will often send trainers to customer's locations and provide service technician training, driver training, and municipal training. All of these are tailored to fit customer needs.</p> <p>For example, in terms of driver training it is more on the functionality of the truck. The trainer gets a copy of the truck spec from the District Manager and then does some "classroom" work of going over the dash, seat, shifter, transmission features, engine, etc. The trainer addresses safety features, steering wheel, etc. Time permitting and depending on class size, after the classroom time, drivers will get a chance to get hands on with the truck as long as there is a truck available. With existing Mack brand customers, the trainer will be able to use Mack Analytics to view past fuel efficiency and talk about creating better habits to improve on that in the future.</p> <p>Often the training will occur as "train the trainer", and depending on the size of the fleet may also directly involve the drivers themselves. The pricing for the driver training is: Cost \$1650 per day (includes the instructor on-site, instructor's food and transportation). Training Agenda Day 1 Travel up Day 2 Driver Training Day 3 Travel back And this is for a 10 driver/driver trainer Max.</p> <p>Municipal training focuses on Service Technician training that is customized for their application or their truck spec. All of the examples the trainer uses in class would be for their specific application or truck spec (so minimal difference between the two). As for cost, it varies greatly. On average, \$325.00 per Service Technician per day.</p>	*
37	Describe any technological advances that your proposed products or services offer.	<p>Mack Trucks is preparing to offer fully electric vehicles, specifically in the refuse application, where many counties and municipalities have their own refuse fleets. Mack Trucks also offers natural gas options on some of its truck models which create cleaner near zero emissions, etc. Mack Trucks is also on the leading edge of telematics and provides over the air programming for many of the electronic and/or software driven items on trucks today. This will save customers, Sourcewell members, a tremendous amount of time by not having to bring the trucks to a local dealer for software upgrades or programming changes. Mack Trucks has the ability now to do these "over the air" updates in about 20 minutes, wherever the truck is parked provided they are in an area with a good cellular signal.</p>	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Environmental responsibility and green initiatives are important to Mack Trucks. Our Lehigh Valley Operations assembly facility, where all Mack trucks for the North American and export markets are assembled, and our powertrain production facility in Hagerstown, MD are both platinum-certified through the U.S. Department of Energy's Superior Energy Performance program. Both facilities are also participants in the U.S. Department of Energy's Better Buildings, Better Plants challenge to reduce energy intensity.</p> <p>Mack Trucks has also taken steps toward improving the environmental performance of its products by introducing technologies to improve fuel efficiency and reduce carbon dioxide emissions. The Mack MP8HE engine utilizes Mack Energy Recovery Technology, which captures waste energy from the engine's exhaust and converts it to mechanical energy that is delivered back to the engine crankshaft as additional torque. Mack Anthem models spec'd with the Mack HE+ efficiency package, which includes the Mack MP8HE, Mack mDRIVE AMT and additional aero features, plus available extended chassis fairings, can see up to 10 percent improved fuel efficiency, while also achieving the U.S. Environmental Protection Agency's SmartWay designation.</p> <p>Mack Trucks is also a leader in researching and developing alternatives to traditional diesel-powered transportation solutions. The Mack LR Electric is a fully electric version of the Mack LR refuse model featuring an integrated Mack electric powertrain. The LR Electric was unveiled in 2019 and will be demonstrated in real-world applications in 2020 with the New York City Department of Sanitation and Republic Services.</p>	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Mack Trucks' Lehigh Valley Operations and Hagerstown powertrain facilities are part of the U.S. Department of Energy's Better Buildings, Better Plants challenge, with an initial goal to reduce energy intensity by 25 percent in 10 years. Having met this goal five years ahead of schedule, both plants re-pledged to another Better Buildings, Better Plants challenge to reduce energy intensity by another 25 percent over 10 years.</p> <p>Both facilities have also been certified platinum by the U.S. Department of Energy's Superior Energy Performance program, which recognizes achievement in certification to the ISO 50001 and SEP 50001 standards, as well as demonstrated the use of best practices through the SEP 50001 Scorecard. In fact, Mack Trucks' Lehigh Valley Operations was the first U.S. manufacturing facility to become platinum-certified in the Mature Energy Pathway category.</p> <p>Mack Trucks manufacturing locations are also certified to the internationally recognized ISO 9001 standard for quality, ISO 14001 standard for environmental management systems and OHSAS 18001 (LVO only) standard for health and safety management systems.</p>	*



<p>40</p>	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>Although Volvo Group North America, LLC does not qualify for accreditations as a small or diverse business, we support MBWE and small business initiatives with both a "Supplier Diversity" program and a "Small Business Office." Internally, Volvo Group sets goals and objectives for both programs and tracks spend results, which are issued quarterly. Volvo Group also sets commercial subcontracting goals with the federal government for our Small Business Office and issues annual reports for approval. We hold memberships in three councils, NMSDC, WBENC and NVBDC, and are a corporate sponsor of CVMSSDC. This helps us to actively pursue business relationships with their certified members. Volvo Group attends numerous trade shows and outreach events throughout the year that highlight diverse and/or small businesses to pursue such business relationships. Volvo Group's current percentage of total expenditures spent with diverse businesses is approx. 12% (including 10.6% classified as small businesses). For further details on Volvo Group's initiatives in this area please contact: Barbara N. Tischler Volvo Group Purchasing, Business Improvement Leader T: +1.336.662.4622 Email: barbara.tischler@volvo.com</p>	<p>*</p>
<p>41</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Mack trucks come standard with 24/7/365 no fee support with Mack OneCall. OneCall roadside assistance service features 24-hour roadside support. OneCall operators can help customers immediately identify the problem and locate the parts from one of Mack Trucks' six electronically-linked parts distribution centers in North America. With next-flight-out services, Mack Trucks can automatically ship the parts customers need for overnight delivery even outside of normal working hours, including Sundays and holidays. Mack OneCall agents are directly connected with Mack authorized dealers and parts and service locations as well as over 5,000 qualified service facilities in North America, so customers will be connected with immediate assistance wherever they may be. OneCall technicians are prepared to provide warranty expertise no matter the location of the customer. GuardDog Connect is an extension to Mack's World Class support. All Mack powered trucks come standard with connectivity and remote monitoring of the Mack engine, transmission and aftertreatment systems. If an issue is detected on the truck, that information is sent in real-time back to Mack UpTime Center where the issue is diagnosed and categorized by severity. For issues that are detected that require attention, they are categorized according to severity, diagnosed down to the root cause and create a case with detailed repair instructions for Mack OneCall agents. These agents will contact customers with an explanation of the issue and support throughout the repair process.</p>	<p>*</p>

**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Warranty coverage is 100% for parts and labor subject to the qualifications, limitations, and exclusions as noted in our warranty certificates.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	All warranties are standard warranty but Mack Trucks has the ability to Warranty trucks if necessary at locations other than a Mack dealer. Mack Trucks can authorize outside locations to complete a warranty and it is filed internally by our Uptime Center so no disruption to a customer.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Depending on the particular situation Mack Trucks may consider covering travel times and mileage.
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcwell participating entities in these regions be provided service for warranty repair?	Authorized Mack dealers reside in almost every area of the country, but in certain situations Mack Trucks may use outside repair or customers' locations to complete repairs. To complete major issues Mack Trucks will tow the vehicle to the closest Mack dealer or the one with time available for the repair.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Mack Trucks can only warranty products that are produced by Mack Trucks or that are installed by vendors that Mack Trucks uses in production. The warranty policy for any items made by other manufacturers would be up to each individual manufacturer. The local Mack dealer may have agreements with certain manufacturers where they become an "authorized warranty center" for those manufacturers but that would be up to each Mack dealer and manufacturer.
47	What are your proposed exchange and return programs and policies?	Because this is a chassis contract, there is no exchange and/or return program. If referring to parts exchange and/or core return programs, each supplier that our dealers work with will have their own programs and policies that will differ by vendor.
48	Describe any service contract options for the items included in your proposal.	Mack Trucks offers published protection plans for the chassis for up to 5 years, 500,000 miles, and for Mack engines and emissions systems for up to 5 years, 750,000 miles. Mack Trucks also offers custom plans based on the customer and application. For example, a Sourcwell member who keeps their truck for a number of years but doesn't run a lot of miles, Mack Trucks can custom quote a solution. In addition to protection plans, Mack Trucks also offers Premium Maintenance plans, so if a Sourcwell member doesn't want to change their own oil, filters, etc. Mack Trucks can custom create a plan where the local Mack dealer can service the Sourcwell member for a fee.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	<p>Sourcwell Member payment terms will typically be the earlier of either net 30 days from date of Sourcwell Member customer invoice or receipt of Mack goods by Sourcwell Member.</p> <p>Final Payment terms may be negotiated between the Sourcwell Member and Mack Trucks dealer.</p>
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>Mack Financial Services provides a wide range of financing and lease options, including for government and municipalities. Our dealers also have other financing options at their disposal, including but not limited to NCL Government Capital, an approved Sourcwell lender.</p>
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell participating entities' purchase orders.	<p>Mack Trucks offers custom built Class 6-8 chassis using the Mack Sales System (MSS) tool to quote and order. Mack Dealers use the MSS tool to create a buildable specification that meets customer specific requirements. Sourcwell members will work with their local Mack Dealer to build and quote chassis that fit their specific needs. Each Dealer working with a Sourcwell member will process the Sourcwell members' purchase orders.</p> <p>Mack Trucks will publish an internal dealer sales agreement (Program) to its authorized dealers outlining the terms and conditions for selling to Sourcwell members under the contract. Mack Dealers will be required to opt-in to the Program in order to receive the Sourcwell discount. At time of quote, all Mack Dealers will be required to submit for the Sourcwell discount through Mack Trucks' internal quote and ordering system, Mack Sales System (MSS). All Sourcwell quotes will include a mandatory Sourcwell salescode that the dealer must add to qualify for applicable Sourcwell discount levels.</p> <p>Mack Pricing and Sales Administration will produce a list of qualifying chassis on a monthly basis to determine Sourcwell's applicable administrative fees to be remitted.</p> <p>To ensure compliance with the terms and conditions of the Program, Mack Dealers must consent to audits by Mack Trucks and/or Sourcwell of all Dealer records related to any and all Sourcwell sales and chassis ordered through the Program. Dealer agrees that any irregularities discovered during the course of an audit may result in the termination of Dealer's participation in the Program.</p>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	<p>The P-card payment process is not typically used for commercial truck procurement. However, this would be mutually determined between the Sourcwell member and the Mack dealer.</p>

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
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53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Mack Trucks offers custom built Class 6-8 chassis using the Mack Sales System (MSS) tool to quote and order. Mack Dealers use the MSS tool to create a buildable specification that meets customer specific requirements.</p> <p>Sourcewell Member pricing will be based on a discount from Total List Price, also shown as the Total Vehicle Price, in the Mack Sales System (MSS) Dealer Sales Calc. Total List Price includes Model List, Options, and Customer Adaptations. Sourcewell Member discounts from Total List Price will be broken out by model based on the attached schedule (See: Sourcewell Member Mack Pricing Matrix). Extended Warranties, and Maintenance Contracts are non-discountable items.</p> <p>Canadian Chassis are priced in USD and are subject to exchange rate at time of order or conversion to Sold status. Mack Trucks publishes a Foreign Exchange Letter semi-monthly. The letter provides dealers with the CAD-USD exchange rate that is applicable for Sold orders booked during the stated period.</p> <p>Mack Trucks reserves the right to make further concessions on a case by case basis.</p> <p>Attachments:  "Sourcewell Member Mack Pricing Matrix.pdf"  "Sourcewell Mack Proposal Example.pdf"  "Sourcewell Mack Model List.pdf"</p>	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Sourcewell Member pricing will be based on a discount from Total List Price, also shown as the Total Vehicle Price, in the Mack Sales System (MSS) Dealer Sales Calc. Total List Price includes Model List, Options, and Customer Adaptations. Sourcewell Member discounts from Total List Price will be broken out by model based on the attached schedule (See: Sourcewell Member Mack Pricing Matrix). Extended Warranties, and Maintenance Contracts are non-discountable items.</p> <p>Mack Trucks reserves the right to make further concessions on a case by case basis.</p>	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	<p>The pricing provided in the proposal reflects total potential volume under the Sourcewell contract. Mack Trucks reserves the right to make further concessions on a case by case basis.</p>	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Sourced Goods or Services are supplied at Dealer Cost plus 5% to Sourcewell Members. Mack dealers can solicit offers from sub-contractors for Sourced Goods and Services needed to meet the specific Sourcewell member's need.</p> <p>Sourced Goods and Services include, but are not limited to: specialized bodies (e.g., dumps, mixers, cranes, refuse, pump, utility, etc.), locally added equipment (e.g., pintle hook, auxiliary axles, fairings, logistics devices, etc.), extended warranty packages, and training.</p>	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Federal, State, and local taxes, fees, title, tag, permits, or other miscellaneous requirements are not included.</p> <p>The body company or dealer who takes delivery of the chassis may impose an un-decking fee. If required, these handling charges should be disclosed in the quote.</p> <p>Surcharges may apply depending on market conditions. Mack Trucks will give 90 day written notice issued to Sourcewell prior to the effective date and no orders made prior to the effective date will receive the surcharge.</p>	*

58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>An equalized freight charge of \$2,100 is included in every invoice and this covers the cost of freight from Lehigh Valley Operations to the first destination on the contiguous US or Canada. This \$2100 freight charge is included in the Sourcewell Member Discount from Total List. If additional moves are needed on a vessel to the final destination, equalized freight will cover to the port and it is the responsibility of the dealer to cover the booking of the vessel, cost, and required paperwork along with transportation at the receiving port. In addition to equalized freight, each chassis is permitted one move to an approved modification center prior to the final destination; currently approved modification centers are Customer Adaptation Center at LVO or TransEdge Truck Center in Allentown, PA and this roundtrip move is an additional \$150 to equalized freight. An exception is CNG tractors are permitted a move to TransEdge in Schuylkill Haven, PA for a round trip shuttle fee of \$1,450 to have CNG tanks installed.</p> <p>Any additional freight fees incurred above the \$2100 equalized freight charge can be charged to the Sourcewell Member at Dealer Cost plus 5%.</p>	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>All Customs documentation is provided for chassis delivering to Canada. Equalized freight will cover deliveries to the contiguous US and Canada and does not include Alaska, Hawaii, and Puerto Rico. Equalized freight covers delivering these chassis to the port of choice with the dealer being responsible to cover the booking of the vessel, cost, and required paperwork along with transportation at the receiving port.</p> <p>Any additional Freight Fees incurred above the \$2100 equalized freight charge can be charged to the Sourcewell Member at Dealer Cost plus 5%.</p>	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Each delivery destination has a contractual delivery timeframe from factory finish to the final destination depending on mileage from Macungie, PA. Drivers are only allowed to drive a maximum of 500 miles or 8 hours/day. The timeframes range from 2 – 14 business days and does not include holidays or weekends.</p> <p>A hoist needs to be available to the transport driver within 2 hours of arrival or a wrecker will be called at the dealer's expense for undecking.</p>	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	d. other than what the Proposer typically offers (please describe).	This pricing is exclusive to Sourcewell members.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>Mack Trucks will publish an internal dealer sales agreement (Program) to its authorized dealers outlining the terms and conditions for selling to Sourcewell members under the contract. At time of quote, all Mack Dealers will be required to submit for the Sourcewell discount through Mack Trucks' internal quote and ordering system, Mack Sales System (MSS). All Sourcewell quotes will include a mandatory Sourcewell salescode that the dealer must add to qualify for applicable Sourcewell discount levels.</p> <p>Mack Pricing and Sales Administration will produce a list of qualifying chassis on a monthly basis to determine Sourcewell's applicable administrative fees to be remitted.</p> <p>To ensure compliance with the terms and conditions of the Program, Mack Dealers must consent to audits by Mack Trucks and/or Sourcewell of all Dealer records related to any and all Sourcewell sales and chassis ordered through the Program. Dealer agrees that any irregularities discovered during the course of an audit may result in the termination of Dealer's participation in the Program.</p>
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Mack Trucks proposes to pay Sourcewell a per unit fee of \$750.00 USD for every Mack chassis delivered through and adhering to the Sourcewell contract framework.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Mack Trucks will be offering 6 different truck models to Sourcewell members. The Mack Anthem (F. Axle Back) is our latest on highway truck model which comes in day cab, 48" or 70" sleeper configurations. The Mack Pinnacle (F. Axle Fwd) can be used for on or off highway applications and comes in day cab, 48", or 70" sleeper configurations. The Mack Granite HD (F. Axle Fwd &amp; Back) is our off highway vocational truck which comes as a day cab or with a 36" sleeper option. The Granite HD is what we feel that most of the Sourcewell members will need for applications like dump trucks, snow plows, etc. We offer two cab over models: our LR is our low floor entry refuse truck mainly used in city neighborhoods where the streets are a little tighter and the operator is in and out of the truck many times a day. The TerraPro is our suburban refuse truck that can also be used for other things like concrete pumpers and conveyor applications. Finally, we will offer our new class 6 and class 7 MD series of truck. This is only available in a day cab version but we do have a 3 person bench seat offering for those customers who need small dump trucks, etc. and need more than 2 people going to the job site.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>All of the Mack Truck models come in different rear axle combinations with the exception of the MD series. The MD series is currently only offered in 4x2 rear axle configurations. As a subcategory goes and as you will see in our pricing, we will have subcategories based on axle configuration.</p> <p>A full list of available models can be found under Pricing Documents (See: "Sourcewell Mack Model List.pdf")</p>

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below what Classes of equipment are offered in this proposal.

Line Item	Category or Type	Offered *	Comments	
66	Class 8 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Mack Anthem, Pinnacle, Granite HD, LR and TerraPro chassis.	*
67	Class 7 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Mack MD7 product.	*
68	Class 6 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Mack MD6 product.	*
69	Class 5 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
70	Class 4 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*

**Table 15: Industry Specific Questions**

Line Item	Question	Response *	
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The first metric Mack Trucks will consider is market share. Mack Trucks will compare its market share for this market segment pre-award versus post-award. Secondly, as Mack Trucks anticipates new customers, Mack Trucks will track increases in the number of customers, in addition to the number of trucks sold.	*
72	Describe your company's offering in relation to alternative fuel sources, including electric or others.	Mack Trucks is preparing to offer fully electric vehicles, specifically in the refuse application, where many counties and municipalities have their own refuse fleets. Mack Trucks also offers natural gas options on some of its truck models which create cleaner near zero emissions, etc. The Volvo Group has recently announced its plans to engage in a 50/50 cooperative joint venture with Daimler Truck AG to develop and produce fuel cells for demanding applications.	*
73	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety that differentiate your offerings.	Mack Trucks uses a galvanized steel cab which is welded together for strength and e-coated for corrosion resistance. The Mack cab exceeds the requirements of SAE J2422 for collision and roll over safety. It also passes additional internal integrity standards for "A" pillar and "rear wall" strength providing the occupants with a very safe environment. The Granite cab is reinforced in certain places to handle the extreme rugged terrains and shock loading associated with many vocational applications. Reinforcements added to the Granite Cab include: Firewall plate, Engine tunnel reinforcement, A pillar reinforcement, RH and LH side under windshield, some local firewall nut plates, and additional welding on cowl. All of these not only help with safety but also durability. Our frame rail is splayed at the front to widen around the engine giving more room for serviceability but also is a safety feature in that in the event of a head on collision, the engine mounts will break away and the engine drops down to the ground rather than coming into the cab and injuring the occupants. Additional safety features are: Stair-like entry for safety getting in and out of the cab (bottom step mounted further outboard than top step); Full length external cab mounted grab handle and door mounted grab diagonal grab handle to assure 3 points of contact for entry and exit; Right side door peep widow for added visibility; High cab and sloped hood for superior job-site visibility. Mack Trucks has also recently introduced the option for Bendix Fusion collision avoidance systems with lane departure warnings and several other features on certain of its product offerings.	*
74	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	More and more issues can be solved through software updates. Mack Over the Air is the industry leading service that works hand in hand with GuardDog Connect. When a GuardDog Connect issue is detected that can be fixed through a software update, the Mack OneCall agent will give customers the option to do the software update without having to take the truck to a shop. The updates are fast and convenient and keep trucks on the job with less time in the shop.	*



**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 75. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

**Documents**

**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Financial Strength and Stability](#) - Volvo AB credit info for Sourcewell.zip - Tuesday June 09, 2020 07:39:02
  - [Marketing Plan/Samples](#) - Marketing examples.zip - Wednesday June 03, 2020 07:19:40
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Sourcewell Mack Warranty files.zip - Tuesday May 26, 2020 14:03:04
  - [Pricing](#) - Sourcewell Mack Pricing Information.zip - Monday June 08, 2020 10:14:46
  - [Additional Document](#) - MackDefenseGSAPage2020F.pdf - Thursday May 14, 2020 10:55:55

**Proposer's Affidavit****PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
  - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jonathan Randall, Vice-President of Sales & Marketing, Mack Trucks

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_11_Class_4-8_Chassis_RFP060920</b> Wed June 3 2020 07:52 AM	<input checked="" type="checkbox"/>	--
<b>Addendum_10_Class_4-8_Chassis_RFP060920</b> Wed May 27 2020 03:40 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_9_Class_4-8_Chassis_RFP060920</b> Tue May 26 2020 02:51 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_8_Class_4-8_Chassis_RFP060920</b> Thu May 21 2020 01:21 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_7_Class_4-8_Chassis_RFP060920</b> Mon May 18 2020 03:30 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_6_Class_4-8_Chassis_RFP060920</b> Wed May 13 2020 04:40 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_5_Class_4-8_Chassis_RFP060920</b> Tue May 12 2020 10:00 AM	<input checked="" type="checkbox"/>	--
<b>Addendum_4_Class_4-8_Chassis_RFP060920</b> Mon May 4 2020 01:24 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_3_Class_4-8_Chassis_RFP060920</b> Wed April 29 2020 03:45 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_2_Class_4-8_Chassis_RFP060920</b> Wed April 22 2020 01:14 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_1_Class_4-8_Chassis_RFP060920</b> Fri April 17 2020 12:32 PM	<input checked="" type="checkbox"/>	--




## TECHNICAL SPECIFICATION

### LR 64R

				WEIGHT (LB)	
CUSTOMER/VEHICLE INFO		DESCRIPTION		FRONT	REAR
S	0029V2	CHASSIS (BASE MODEL)	LR 64R DAYCAB	9,811	1,866
S	MP2001	CUSTOMER FLEET SIZE	DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND	0	0
S	013001	TYPE OF SERVICE	COMMERCIAL	0	0
S	M98018	WARRANTY REGISTRATION LOCATION	US - WARRANTY REGISTRATION LOCATION	0	0
S	505015	INITIAL REGISTRATION LOCATION	ALL 50 STATES, CARB ENGINE EMISSION (US17 / US21 / ZERO EMISSION)	0	0
S	APPAA3	VEHICLE APPLICATION CLASS	CLASS B HIGHWAY-INNER CITY	0	0
	0050T5	VEHICLE USE & BODY/TRAILER TYPE	REFUSE AUTOMATIC SIDE LOADER TRUCK	0	0
S	032A39	TERRAIN GRADE	NORMAL HIGHWAY, STARTING GRADES<12%	0	0
S	033A10	LOADING SURFACE	CONCRETE LOADING AND / OR UNLOADING SURFACE	0	0
S	0342A4	VEHICLE VOCATION	REFUSE / LANDFILL OPERATION	0	0

				WEIGHT (LB)	
ENGINE/TRANSMISSIONS		DESCRIPTION		FRONT	REAR
	1000U0	ENGINE PACKAGE, COMBUSTION	MP7-355A MACK 355HP @ 1500-1800 RPM (PEAK) 2100 RPM (GOV) 1260 LB-FT, US'17	2,633	139
S	136AS6	TRANSMISSION	4500 RDS 6 SP-ALLISON RUGGED DUTY SERIES GEN 5 W/PROGNOSTICS	732	245

				WEIGHT (LB)	
EXHAUST/EMISSIONS		DESCRIPTION		FRONT	REAR
	DF1021	DEF TANK	6.6 GALLON (25 L) 22" LEFT SIDE FRAME MOUNTED	0	0
S	130AC7	EXHAUST	SINGLE VERTICAL RIGHT SIDE OUTBOARD MOUNTED STRAIGHT EXH STACK PLAIN END, SIDE OUTLET DIFFUSER	0	0
S	Q0AA1X	EXHAUST SYSTEM MATERIAL FINISH	W/O VERT EXH-BRIGHT FINISH	0	0
	78AC9X	EMISSION ON BOARD DIAG CONTROL	EMISSION OBD, DISPLAY ONLY, USA2021	0	0



# CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

## REG SESSION AGENDA REQUEST

DOC ID: 8529

**DATE:** December 30, 2020

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Mike Mason, Public Works Director

**RE:** 2nd Quarter Animal Services

**PURPOSE:** For Mayor and City Council to approve the 2nd quarter payment for animal services to Fulton County in the amount of \$11,341.88.

**REASON:** The City of College Park has an Intergovernmental Agreement (IGA) with Fulton County Animal Services for the intake and medical treatment of all stray dogs collected by the City's Animal Control officer.

**RECOMMENDATION:** Mayor and City Council to approve the 2nd Quarter animal service payment to Fulton County Animal Services in the amount of \$11,341.88

**BACKGROUND:** Fulton County's dog pound facility provides housing and selected medical treatment for animals collected by the City's Animal Control Officer. Fulton County has contacted the services of LifeLine Animal Project to provide these services.

**COST TO CITY:** \$11,341.88 is projected based on Fulton County's calculation. Payments are made quarterly based on the number of activities (animal drop-off), contract awarded amount, and indirect cost.

**BUDGETED ITEM:** Yes, Sanitation Account # 540-4300-52-6140 Dog Pound Fee \$5,183.86  
# 540-4300-52-6590 Contingencies \$6,158.02

**REVENUE TO CITY:** None

**CITY COUNCIL HEARING DATE:** January 4, 2021

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** Yes

**AFFECTED AGENCIES:** None

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**STAFF:** Sanitation Animal Control Officer

**ATTACHMENTS:**

- Fulton County Animal Services - Q2 (PDF)

**Review:**

- Mike Mason Completed 12/22/2020 1:31 PM
- Rosyline Robinson Completed 12/23/2020 1:52 PM
- Finance Completed 12/28/2020 4:51 PM
- City Attorney's Office Completed 12/28/2020 6:00 PM
- Mercedes Miller Completed 12/30/2020 11:54 AM
- Mayor & City Council Pending 01/04/2021 7:30 PM





**Fulton County Government**  
**Animal Services**  
 130 Peachtree Street SW, Suite G-157  
 Atlanta, GA 30303

Invoice No. FCAS00000205

**INVOICE**

**Customer** City of College Park

Name Attn: Michael Forsythe, Finance Director  
 Address 3667 Main St. P. O. Box 87137  
 City College Park State Ga ZIP 30337  
 Phone 404-767-1537 ext. 1100

**Misc**

Date: 8/15/2020  
 Payment Due: 9/15/2020

Qty	Description	Unit Price	TOTAL
1	Animal Control Services for the period 04/1/20 - 04/30/20	\$2,274.97	\$2,274.97
1	Animal Control Services for the period 05/1/20 - 05/31/20	\$1,722.51	\$1,722.51
1	Animal Control Services for the period 06/1/20 - 06/30/20	\$7,344.40	\$7,344.40
		SubTotal	\$ 11,341.88
		Shipping	
		Tax Rate(s)	
		<b>TOTAL</b>	<b>\$ 11,341.88</b>

**NOTE:**

Questions regarding this invoice?  
 Please call David Brown  
 Phone: (404) 612-2886

Office Use Only

**PLEASE MAKE CHECK PAYABLE TO: FULTON COUNTY**

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 Fulton County Finance Dept., Treasury Division, Suite 700, 141 Pryor Street, SW  
 Atlanta GA 30303



ATTACHMENT 4

Quarterly Animal Control Services Payment Amounts for Municipalities and Fulton County

(Totals for the months of April - June 04/01/2020 to 06/30/2020)

Name of Jurisdiction	April	May	June	2nd Qtr Totals	Credit Amount	Invoice Total
Alpharetta	\$ 4,094.95	\$ 5,856.52	\$ 5,508.30	\$ 15,459.77		\$ 15,459.77
Atlanta	\$ 200,652.40	\$ 203,944.70	\$ 207,479.42	\$ 612,076.52		\$ 612,076.52
College Park	\$ 2,274.97	\$ 1,722.51	\$ 7,344.40	\$ 11,341.88		\$ 11,341.88
East Point	\$ 35,489.54	\$ 33,416.61	\$ 22,951.26	\$ 91,857.42		\$ 91,857.42
Fairburn	\$ 12,739.84	\$ 9,301.53	\$ 7,038.39	\$ 29,079.75		\$ 29,079.75
Hapeville	\$ 6,369.92	\$ 2,411.51	\$ 1,224.07	\$ 10,005.49		\$ 10,005.49
Mountain Park	\$ -	\$ 344.50	\$ -	\$ 344.50		\$ 344.50
Palmetto	\$ 909.99	\$ 5,512.02	\$ 2,142.12	\$ 8,564.12		\$ 8,564.12
Sandy Springs	\$ 10,009.87	\$ 10,335.04	\$ 14,994.83	\$ 35,339.73		\$ 35,339.73
Roswell	\$ 16,379.79	\$ 13,780.05	\$ 13,770.76	\$ 43,930.59		\$ 43,930.59
Union City	\$ 22,749.71	\$ 16,880.56	\$ 15,300.84	\$ 54,931.11		\$ 54,931.11
Johns Creek	\$ 5,004.94	\$ 10,335.04	\$ 10,098.56	\$ 25,438.53		\$ 25,438.53
Milton	\$ 2,729.96	\$ 5,512.02	\$ 6,120.34	\$ 14,362.32		\$ 14,362.32
South Fulton	\$ 72,344.06	\$ 73,723.25	\$ 79,564.38	\$ 225,631.70		\$ 225,631.70
Fulton Industrial District	\$ 3,184.96	\$ 1,033.50	\$ 1,836.10	\$ 6,054.56		\$ 6,054.56
Chattahoochee Hills	\$ 2,274.97	\$ 3,100.51	\$ 1,836.10	\$ 7,211.58		\$ 7,211.58
<b>Total</b>	<b>\$ 397,209.86</b>	<b>\$ 397,209.86</b>	<b>\$ 397,209.86</b>	<b>\$ 1,191,629.58</b>		<b>\$ 1,191,629.58</b>

**ATTACHMENT 1**

**Monthly Animal Control Services Payment Amounts for Municipalities and Fulton County**

(Based on data for the month of April 04/01/2020 to 04/30/2020)

Payment Formula = (A+V+C+M+D)/(%of jurisdictional response)

A Annual contract amount (monthly)	300,000.00
V Vehicle replacement (total cost \$832,592 over 5 years)	13,876.53
C 5-year capital improvement plan (total cost \$2,500,000 over 5 years)	41,666.67
M Annual maintenance cost (monthly)	25,000.00
D Call taking & dispatch service	27,333.33
Total Monthly Cost	407,876.53
County Contribution	10,666.67
Total Billable Cost	397,209.86

Name of Jurisdiction	# of responses per jurisdiction <i>Monthly calls</i>	% of jurisdiction responses to total responses <i>Calls / Total Calls</i>	Share of Total Cost for 2018 Extension <i>Cost per month</i>
Alpharetta	9	1.03%	\$ 4,094.95
Atlanta	441	50.52%	\$ 200,652.40
College Park	5	0.57%	\$ 2,274.97
East Point	78	8.93%	\$ 35,489.54
Fairburn	28	3.21%	\$ 12,739.84
Hapeville	14	1.60%	\$ 6,369.92
Mountain Park	0	0.00%	\$ -
Palmetto	2	0.23%	\$ 909.99
Sandy Springs	22	2.52%	\$ 10,009.87
Roswell	36	4.12%	\$ 16,379.79
Union City	50	5.73%	\$ 22,749.71
Johns Creek	11	1.26%	\$ 5,004.94
Milton	6	0.69%	\$ 2,729.96
South Fulton	159	18.21%	\$ 72,344.06
Fulton Industrial District	7	0.80%	\$ 3,184.96
Chattahoochee Hills	5	0.57%	\$ 2,274.97
<b>Total</b>	<b>873</b>	<b>100.00%</b>	<b>\$ 397,209.86</b>

**ATTACHMENT 2**  
**Monthly Animal Control Services Payment Amounts for Municipalities and Fulton County**

(Based on data for the month of May 05/01/2020 to 05/31/2020)

Payment Formula =	(A+V+C+M+D)(%of jurisdictional response)
A Annual contract amount (monthly)	300,000.00
V Vehicle replacement (total cost \$832,592 over 5 years)	13,876.53
C 5-year capital improvement plan (total cost \$2,500,000 over 5 years)	41,666.67
M Annual maintenance cost (monthly)	25,000.00
D Call taking & dispatch service	<u>27,333.33</u>
Total Monthly Cost	407,876.53
County Contribution	<u>10,666.67</u>
Total Billable Cost	397,209.86

Name of Jurisdiction	# of responses per jurisdiction <i>Monthly calls</i>	% of jurisdiction responses to total responses <i>Calls / Total Calls</i>	Share of Total Cost for 2018 Extension <i>Cost per month</i>
Alpharetta	17	1.47%	5,856.52
Atlanta	592	51.34%	203,944.70
College Park	5	0.43%	1,722.51
East Point	97	8.41%	33,416.61
Fairburn	27	2.34%	9,301.53
Hapeville	7	0.61%	2,411.51
Mountain Park	1	0.09%	344.50
Palmetto	16	1.39%	5,512.02
Sandy Springs	30	2.60%	10,335.04
Roswell	40	3.47%	13,780.05
Union City	49	4.25%	16,880.56
Johns Creek	30	2.60%	10,335.04
Milton	16	1.39%	5,512.02
South Fulton	214	18.56%	73,723.25
Fulton Industrial District	3	0.26%	1,033.50
Chattahoochee Hills	9	0.78%	3,100.51

<b>Total</b>	<b>1,153</b>	<b>100.00%</b>	<b>\$ 397,209.86</b>
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**ATTACHMENT 3**  
**Monthly Animal Control Services Payment Amounts for Municipalities and Fulton County**  
 (Based on data for the month of June 06/01/2020 to 06/30/2020)

Payment Formula = (A+V+C+M+D)(%of jurisdictional response)

A Annual contract amount (monthly)	300,000.00
V Vehicle replacement (total cost \$832,592 over 5 years)	13,876.53
C 5-year capital improvement plan (total cost \$2,500,000 over 5 years)	41,666.67
M Annual maintenance cost (monthly)	25,000.00
D Call taking & dispatch service	27,333.33
<b>Total Monthly Cost</b>	<u>407,876.53</u>
County Contribution	10,666.67
<b>Total Billable Cost</b>	<u>397,209.86</u>

Name of Jurisdiction	# of responses per jurisdiction <i>Monthly calls</i>	% of jurisdiction responses to total <i>calls / Total Calls</i>	Share of Total Cost for 2018 Extension <i>Cost per month</i>
Alpharetta	18		
Atlanta	678	1.39%	5,508.30
College Park	24	52.23%	207,479.42
East Point	75	1.85%	7,344.40
Fairburn	23	5.78%	22,951.26
Hapeville	4	1.77%	7,038.39
Mountain Park	0	0.31%	1,224.07
Palmetto	7	0.00%	-
Sandy Springs	49	0.54%	2,142.12
Roswell	45	3.78%	14,994.83
Union City	50	3.47%	13,770.76
Johns Creek	33	3.85%	15,300.84
Milton	20	2.54%	10,098.56
South Fulton	260	1.54%	6,120.34
Fulton Industrial District	6	20.03%	79,564.38
Chattahoochee Hills	6	0.46%	1,836.10
		0.46%	1,836.10

<b>Total</b>	<b>1,298</b>	<b>100.00%</b>	<b>\$ 397,209.86</b>
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# CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

## REG SESSION AGENDA REQUEST

DOC ID: 8523

**DATE:** December 31, 2020

**TO:** The Honorable Mayor and Members of City Council

**FROM:** Mercedes Miller, Convention Center Executive Director

**RE:** Landscape Maintenance Services Selection

**PURPOSE:** To seek the approval to proceed by Mayor and Council in the selection of a vendor for a one-year landscape maintenance contract for the Georgia International Convention Center, The Arena, Main Street and Detention Ponds.

**REASON:** To maintain the consistent quality of lawn care and maintenance services for the City has been historically established by the selection of the best candidate that can fulfill the expectations for the City of College Park's Main Street, GICC, the Arena and the Detention Ponds. This year the account was put out for bids to include our Public Works Dept. Costs comparisons are presented for your review. See the Executive Directors memorandum with the commercial comparative pricing and also RFP's for further reference. This is a budgeted item.

**RECOMMENDATION:** Vendor selection by Mayor and City Council.

**BACKGROUND:** See attached contract detail.

<b>COST TO CITY:</b>	<b>Landmark</b>	<b>Russell</b>	<b>Yellowstone</b>
<b>GICC</b>	<b>\$98,948.00</b>	<b>\$115,240.00</b>	<b>\$124,100.00</b>
		<b>\$1,650.00 (1x charge)</b>	
<b>Arena</b>	<b>\$21,230.00</b>	<b>\$ 18,280.00</b>	<b>\$ 47,400.00</b>
<b>Main St.</b>	<b>\$43,118.00</b>	<b>\$ 32,090.00</b>	<b>\$106,700.00</b>
<b>Detention Ponds</b>	<b><u>\$50,720.00</u></b>	<b><u>\$ 34,340.00</u></b>	<b><u>\$ 66,320.00</u></b>
	<b>\$214,016.00</b>	<b>\$201,600.00</b>	<b>\$344,520.00</b>

**BUDGETED ITEM:**

Yes	GICC Account # 555-4970-52-5780
Yes	Arena Account # 556-4969-52-5780
Yes	Main St. Account # 309-7340-52-6130
Yes	Public Works Account # 100-5195-52-6170

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:** January 4, 2021

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** N/A

**AFFECTED AGENCIES:** N/A

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** N/A

**REQUIRED CHANGES TO WORK PROGRAMS:** N/A

**STAFF:**

**ATTACHMENTS:**

- Director's Landscape Memorandum 1.4.21 (DOCX)
- Buildings and Grounds Proposal Hall.GICC (PDF)
- Agenda Memo ID #2021-8523 - RFP - CITY LANDSCAPING SVC - 101320(PDF)
- RFP - CITY LANDSCAPING SVC (revised) - Specs (PDF)

**Review:**

- Mercedes Miller Completed 12/28/2020 12:01 PM
- Rosyline Robinson Completed 12/28/2020 1:58 PM
- Willis Moody Completed 12/28/2020 2:04 PM
- Artie Jones Completed 12/28/2020 2:18 PM
- Mike Mason Completed 12/28/2020 3:03 PM
- City Attorney's Office Completed 12/28/2020 3:17 PM
- Mercedes Miller Completed 12/30/2020 12:06 PM
- Mayor & City Council Pending 01/04/2021 7:30 PM



**CONVENTION CENTER MEMORANDUM 2020-24**

DATE: December 10, 2020

TO: The Honorable Mayor and Council

THROUGH: Terrence Moore, City Manager

FROM: Mercedes Miller, Executive Director

SUBJECT: Recommendation of Landscaping Vendor for GICC, Gateway Arena, Main Street and 9 Detention Ponds

Pursuant to the directive on December 4th by Mayor and Council to re-visit the selection of the Landscape service provider to include Public Works as a viable candidate to handle the required Services. We have added the requested information provided by Mike Mason, Public Works Director for a full comparison to the outside vendors competing for the contact. See below.

In October of 2020, the City of College submitted a request for proposal (RFP) for City landscaping services that would encompass four areas: GICC, Gateway Arena, Main Street and 9 Detention Ponds. Three companies qualified for review, Yellowstone, Russell Landscape and Landmark Landscape.

The incumbent vendor, Landmark Landscape, submitted prices which were higher in three of the four areas being considered. Please see attached tabulation sheet created by Willis Moody, Purchasing Manager.

This is a budgeted item.

<b>2019 Landmark charged:</b>	GICC	Arena	Main St	Detention Ponds
	\$95,257	\$17,375	\$29,824	\$23,200

Note: Landmark increased their price by \$48,360 year over year. **2019 Total \$165,656**

<b>2020 Proposals:</b>					<b>Annual Total</b>
Landmark	\$98,948	\$21,230	\$43,118	\$50,720	<b>\$214,016</b>
Russell	\$115,240*	\$18,280	\$32,090	\$34,340	
	*+ 1x charge \$1,650				<b>\$201,600</b>
Yellowstone	\$124,100	\$47,400	\$106,700	\$66,320	<b>\$344,520</b>



## 2021 CITY HALL/GICC LANDSCAPING

### PROPOSED APPROPRIATION OF LANDSCAPE MANAGEMENT

to

#### Department of Public Works / Parks and Grounds Division

The Parks and Grounds division currently maintains mowing to all parks, right of ways and city facilities; in addition, the division performs loose litter clean up in right of way landscaping and grounds for the city, sports facilities maintenance, Public Safety Complex, fire stations, police stations and the walking trails maintenance, code enforcement alerts, fertilization and pesticide management.

#### Proposed additional areas of management:

1. Downtown mowing and landscaping of City Hall, Auditorium, and all of Main St (Vesta Ave to Lee St).
2. GICC
3. Detention ponds mowing

#### Scope of work required:

##### **Downtown Area**

- Enhanced Mowing 1x- weekly
- Blowing and Edging- 1x weekly
- Tree and shrub trimming- 3x-4x yearly
- Pine straw installation -2x yearly
- Annual flower installation- 2x yearly
- Pre-emerge applications- 3x yearly
- Turf fertilizations 2x yearly
- Shrub and tree fertilizations 2x yearly

##### **GICC**

- Enhanced Mowing -1x- weekly
- Blowing and Edging- 1x weekly
- Tree and shrub trimming- 3x-4x yearly
- Pine straw installation -2x yearly
- \*\*Annual flower installation- 2x yearly (tentative-removed from bid) \*\*
- Pre-emerge applications- 3x yearly
- Insecticide applications 1x-2x yearly
- Fungicide applications 3x-4x yearly
- Irrigation maintenance and repair
- Turf fertilizations 2x yearly
- Shrub and tree fertilizations 2x yearly

##### **Detention pond mowing**

- Not applicable- resources are not feasibly available/cost prohibitive.

**Projected Expenditures:**

**Downtown projected estimated expenditures**

**Personnel required**

-3 Labor I positions	\$84,000
* \$28,000 salary/yr. per position	
**Health insurance, uniforms, taxes not included	
-1 Labor II/Crew Leader position	\$30,000
**health insurance, uniforms, taxes not included	

**Materials required**

-Pine Straw 1000bales x2 applications	\$6000
*est. cost \$3.00bale*	
-Annual Flower Installation 2x	\$2000
-Fertilizers, Pre-Emergent, Insecticides	\$3500
-Hardscape Mulch	\$1000

**Equipment required**

- 1 F-350 crew truck with landscape bed	\$48,000
- 1 Exmark Zero Turn mower	\$10,000
-1 Exmark walk behind mower	\$7,500
- Hand equipment (blowers, trimmers ,etc)	\$4,000

**Estimated Downtown costs -----\$196,000**

**GICC projected estimated expenditures**

**Personnel required**

- 3 Labor I positions -----
- \* \$28,000 salary/yr. per position
- \*\*health insurance, uniforms taxes not included
- 1 Labor II/Crew Leader position -----
- \*health insurance, uniforms taxes not included\*

**Materials required**

- Pine Straw 2000bales x2 applications \$12,000
- \*est. cost \$3.00bale\*
- Annual Flower Installation 2x \$20,000
- Fertilizers, Pre-Emergent, Insecticide, Fungicide \$14,500
- Hardscape Mulch \$3,500
- Seed for Overseeding \$3,000

**Equipment required**

- 1 F 350 crew truck with landscape bed -----
- 1 Exmark Zero Turn mower -----
- 1 Exmark walk behind mower -----
- Hand equipment (blowers, trimmers, est) -----

**Estimated GICC costs ----- \$53,000**

**Estimated Downtown costs carryover ----- \$196,000**

**Estimated Downtown and GICC costs-----\$249,000**

**Detention Ponds Mowing projected estimated expenditures**

**Personnel required**

-6 Seasonal/Part Time Labor I positions	\$138,000
*\$23,000 salary/yr. per position	
**No benefit positions*	
-1 Labor II/Crew Leader position	-----
*health insurance, uniforms taxes not included*	

**Materials required**

-Pre-Emergent, Herbicide	\$1,500
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**Equipment required**

- 1 F 350 crew truck with landscape bed	-----
- Hand equipment (trimmers, edger)	\$3,500
-PPE (Snake chaps, waders)	\$2,000

**Estimated Detention ponds mowing costs-----\$145,000**

**PROPOSED APPROPRIATION OF LANDSCAPE MANAGEMENT COSTS**

<b>Estimated Downtown costs -----</b>	<b>\$196,000</b>
<b>Estimated GICC costs -----</b>	<b>\$53,000</b>
<b>Estimated Detention ponds mowing costs-----</b>	<b>\$145,000</b>
<b>Total Estimated Projected Proposal Costs-----</b>	<b>\$394,000</b>

**Points of awareness/understanding for proposal:**

- All current job vacancies to be filled within Parks and Grounds division
- An extended amount of time will be needed to proposal in place
- Irrigation repair and maintenance not included in this proposal
- Extended training will be needed for proper maintenance

**Proposal- Expectations and Goals:**

With the resources listed above, the proposed area(s) can be done with the understanding of a significantly delayed start-up. The required additional personnel will need to be hired and trained. This is typically a 3-6-month process based on prior hiring history. The proposal will have some lag time before full start-up maintenance can be achieved to maintain the desired results. The, manicured mowing techniques, shrub management, chemical applications and scheduling development will be a work in progress insure proper training.

A full assertion of expectations and goals will not be fully online for an estimated 1 year from time of implementation of proposed appropriation of landscape management of Downtown Area, GICC and Detention Ponds.



# CITY OF COLLEGE PARK

PO BOX 87137 • COLLEGE PARK, GA 30337 • (404) 767-1537

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## AGENDA MEMORANDUM NO. 2021-8523

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**DATE:** DECEMBER 28, 2020

**TO:** OFFICE OF THE CITY MANAGER

**FROM:** WILLIS MOODY, PURCHASING & FLEET ADMINISTRATOR

**SUBJECT:** RFP – CITY LANDSCAPING SERVICES - 101320  
SEALED BID OPENING

The purpose of this communication is to secure the approval to purchase the following item(s). Please include the following item(s) on the upcoming Mayor/Council agenda.

**Item Description:** City Landscaping Services

**Budgeted item(s):** This project budgeted for the current fiscal

**Recommendations:** Russell Landscape is recommended at \$201,600.00 as most responsive to the City this project

### Explanation of recommendation in full:

This solicitation was advertised in the South Fulton Neighbor beginning September 21, 2020. The bid was published on the City of College Park website under the Bids/RFPs location, Vendor Registry.com, DOAS GPR (Georgia Procurement Registry) and the National Association of Minority Contractors - Georgia Chapter. The advertisement publish from September 21, 2020 thru the close on October 13, 2020.

A (**mandatory**) pre-proposal meeting will be held at the Georgia International Convention Center (GICC) 2200 Convention Center Concourse | College Park, GA | 30337 in Salon 4 on Thursday, September 24, 2020 at 10:00 am.

All Social Distancing measures will be in place during the (**mandatory**) pre-proposal meeting and mask are required for entry to the building.

There was an official Zoom (virtual) bid opening Tuesday, October 13, 2020 at 10:00 am with three vendors (Russell Landscape Group, Landmark Landscape, Yellowstone Landscape) logged into the meeting.

Andrea Small represented the GICC and Jason Edwards represented Main Street and Public Works for the bid open.



# CITY OF COLLEGE PARK

PO BOX 87137 • COLLEGE PARK, GA 30337 • (404) 767-1537

Zoom meeting link:

<https://us04web.zoom.us/j/74591088335?pwd=SUpjWWdVNm9ydUNEbVNIc0pkdEIKUT09>

Meeting ID: 745 9108 8335 - Passcode: 8HH5Ag

There was an interview phase with each (responsive) company to finalize on the decision, held at the GICC on Tuesday, November 10, 2020 beginning at 9:00 am.

1. Yellowstone Landscape @ 9:00 am
2. Russell Landscape @ 10:00 am
3. Landmark Landscape @ 11:00 am

After completing the interview phase, a decision was made to revisit the proposal cost in order to make a decision, in hopes of lowering the proposed cost. With approval from Mercedes Miller, Executive Director of the GICC and Arena to change the landscape on the campus from flowers to mulch. There will not be any changes made to the scope for the Main Street / Route 29 corridor.

Upon receiving all revised cost myself, Andreas Smalls and Jason Edwards noted a cost reduction of roughly \$30,000.00, from all three vendors, removing the flowers from the GICC and Arena campus.





# CITY OF COLLEGE PARK

PO BOX 87137 • COLLEGE PARK, GA 30337 • (404) 767-1537

## Tabulation Matrix

RFP – CITY LANDSCAPING SERVICES (revised) – 101320

	Company Name	Lump Sum Bid Amount	Minority Y/N Class	Is company located within the City Limits	Previous Work w/CP?
1	Russell Landscape	\$201,600.00	N	N	N
2	Landmark Landscapes	\$214,016.00	N	N	Y
3	Yellowstone Landscape	\$344,520.00	N	N	N

	Company Name	Department Bid Amount	Minority Y/N Class	Is company located within the City Limits	Previous Work w/CP?
1	Russell Landscape	Main Street / Route 29 = \$32,090.00 GICC = \$115,240.00 Arena = \$18,280.00 Public Works = \$34,340.00	N	N	N
2	Landmark Landscapes	Main Street / Route 29 = \$43,118.00 GICC = \$98,948.00 Arena = \$21,230.00 Public Works = \$50,720.00	N	N	Y
3	Yellowstone Landscape	Main Street / Route 29 = \$106,700.00 GICC = \$124,100.00 Arena = \$47,400.00 Public Works = \$66,320.00	N	N	N

See the Bid Tabulation Sheet for results of opening. The original proposals are available for review in the Purchasing Department, schedule a time in advance.

### Minority Status Legend:

- (1) African American Business Enterprise (**AABE**) (2) Hispanic Business Enterprise (**HBE**)  
 (3) Female Business Enterprise (**FBE**) (4) Asian Business Enterprise (**ABE**)  
 (5) Native American Business Enterprise (**NABE**)

City of College Park  
 Willis Moody, Purchasing/Fleet Administrator  
 College Park, GA 30337



## PURPOSE

### SPECIFICATION(S)/S.O.W.

#### **GENERAL PURPOSE**

The City of College Park (City) is soliciting proposals from qualified contractors to provide landscaping services for the multiple City locations. The intent of this request for proposal is to provide landscape maintenance to service at several City of College Park locations. They include 1) Main Street/Route 29; 2) The Georgia International Convention Center; 3) The Gateway Arena; and 4) Detention Ponds throughout College Park.

When submitting your proposal, each area requires a separate proposed amount to be revealed on the "Quote Sheet" at the end of this proposal.

#### **ITEMS REQUIRED**

The City is requesting each contractor/proposer to include the following items, listed below, within your proposal for review. These items will be required, as an additional means of evaluation for the proposals. If any has been excluded, the solicitation will be deemed non-responsive.

1. An action plan for 30/60/90 days for the landscaping contract.
2. A copy of your current license(s)
3. Bid Bond for each location:
  - a. Georgia International Convention Center
  - b. The Arena @ Gateway Center
  - c. Economic Development - Main Street/Route 29
  - d. Public Works - Detention Ponds
4. The cost per cut page for the detention ponds.

#### **LOCATION/AREAS of PROJECT**

##### **Main Street/Route 29**

1. Areas of maintenance to include:
2. Main Street from Lee Street to Vesta Avenue; row back to Railroad
3. Front and back of City Hall
4. Front and back of City Auditorium
5. The Corner of Rugby Ave next to the Brake Pad Restaurant
6. All flowerpots located along Main Street
7. Trees and shrubs located along Main Street
8. Trees, shrubs and flowerpots at the Railroad depot

9. Curb line weed control along Main Street from Lee Street to Vesta Avenue
10. Pine straw all areas of City property along Main Street

#### Lawn Maintenance

- A. Lawns will be mowed at minimum of once (1x) weekly during the growing season (April 1- October 31, weather permitting)
- B. Curbs and sidewalks will be edged two (2x) times per month during the growing season; minimum of once (1x) per month during dormant season.
- C. All grass clippings will be blown from curbs and sidewalks after each mowing and properly removed.

*\*\*\*No Grass, leaves or other debris are to be blown into City Hall LED sign\*\*\**

#### Shrub and Groundcover Pruning

- A. Shrubs that require shearing to maintain a formal appearance will be sheared five (5) times during the growing season
- B. Flowering shrubs will be pruned after blooming.
- C. Hand pruning shrubs as needed. Older shrubs that need pruning should be brought to the attention of management for discussion and plan development.
- D. Groundcovers will be pruned to contain them within their borders.
- E. Standard pruning practices will be observed

#### Weed Control

- A. Weeds will be controlled in bed areas by mechanical, physicals and chemical methods.
- B. Pre-emergent herbicides may be applied to bed areas.
- C. Certain plantings may not receive pre-emergent applications to avoid damage to the plant material.

#### Fertilization

- A. Shrubs and groundcovers will be fertilized with a balanced fertilizer once (1x) in the Spring.

#### Tree Pruning

- A. Trees, up to twelve feet in height, will be maintained such that no branches will overhang sidewalks and parking areas up to eight feet from the ground.
- B. Trees located in natural areas shall be pruned only when their growth habit effects formal maintenance areas.
- C. All debris will be removed from the property.
- D. All sucker growth will be removed during regular visits.

#### Shrub / Turf Weed Control and Fertilization

A weed control and fertilizer program for turf grass, shrubs and landscape beds shall be implemented to all areas maintained within a sound environment intent with an Integrated Pest Management (IPM) strategy.

Programs (s) shall include the following:

- A. Chemical treatments that shall be done as needed (minimum 4x yearly) to control weeds by use of pre-emerge and post-emerge. Ninety-five (95%) weed control is expected
- B. Weed control of turf grass
- C. Weed control of shrubs, landscape beds and flower beds
- D. Curbs lines cracks, lights post, and street ROW weed control
- E. Fertilizer applications to turf grass areas as needed (minimum 2x yearly) to maintain health and appearance
- F. Fertilizer applications to landscape shrubs and trees as needed as needed (minimum 1x yearly) to maintain health and appearance

### *Seasonal Maintenance*

#### Fall/Winter

- A. Lawn Maintenance:
  - a. Lawns will be mowed as needed during dormant season at minimum once (1x) monthly (October 1 – December 24weather permitting)
  - b. Curbs and sidewalks will be edged two times per month
  - c. All grass clippings will be blown from curbs and sidewalks after each mowing

*\*\*\*No Grass, leaves or other debris are to be blown into City Hall LED sign\*\*\**
- B. Shrub and Groundcover Pruning:
  - a. Groundcovers will be pruned to contain them within their borders
  - b. Standard pruning practices will be observed
- C. Weed Control:
  - a. Weeds will be controlled in bed areas by mechanical, physicals and chemical methods
  - b. Pre-emergent herbicides may be applied to bed areas
- D. Tree Pruning:
  - a. Trees, up to twelve feet in height, will be maintained such that no branches will overhang sidewalks and parking areas up to eight feet from the ground.
  - b. Trees located in natural areas shall be pruned only when their growth habit effects formal maintenance areas
  - c. All debris will be removed from the property
  - d. All sucker growth will be removed during regular visits
- E. Leaf Removal:
  - a. Leaves in turf areas will be mulched or blown with each mowing from October to November
  - b. Leaves in formally planted bed areas will be removed in bulk quantities four times from October through December as the season dictates.
  - c. If requested by management, supplemental leaf removal will be performed at an additional cost.

*\*\*\*No Grass, leaves or other debris are to be blown into City Hall LED sign\*\*\**

## Spring/Summer

### A. Lawn Maintenance:

- a. Lawns will be mowed during growing season once (1x) weekly (April 1 – September 31, weather permitting)
- b. Curbs and sidewalks will be edged as needed at minimum of twice (2x) monthly
- c. All grass clippings will be blown from curbs and sidewalks after each mowing

*\*\*\*No Grass, leaves or other debris are to be blown into City Hall LED sign\*\*\**

### B. Shrub and Groundcover Pruning:

- a. Shrubs that require shearing to maintain a formal appearance will be sheared five (5x) times at a minimum during the growing season
- b. Flowering shrubs will be pruned after blooming
- c. Groundcovers will be pruned to contain them within their borders
- d. Standard pruning practices will be observed
- e. Perennials will be cut back and pruned at the appropriate times (typically mid to late Winter unless otherwise requested by property management)

### C. Weed Control:

- a. Weeds will be controlled in bed areas by mechanical, physical and chemical methods
- b. Pre-emergent herbicides may be applied to bed areas
- c. Certain plantings may not receive pre-emergent applications to avoid damage to the plant material

### D. Tree Pruning:

- a. Trees, up to twelve feet in height, will be maintained such that no branches will overhang sidewalks and parking areas up to eight feet from the ground
- b. Trees located in natural areas shall be pruned only when their growth habit effects formal maintenance areas
- c. All debris will be removed from the property
- d. All sucker growth will be removed during regular visits

## *Other Maintenance Items*

### A. Pine Straw

Pine straw applications are to be scheduled for the months of April and September. Pine straw shall be installed to a uniform depth in all plant beds and tree rings. Pine straw shall be pulled back from plant crowns and stems to avoid excessive moisture levels. Edges shall be neatly trenched. All resulting debris will be removed from site.

### B. Fall Flowers

Future Contractor will furnish labor, tools, materials, equipment, and insurance necessary to perform the Fall Seasonal Color rotation. Fall seasonal color are to be installed the month of October.

#### C. Spring Flowers

Future Contractor will furnish labor, tools, materials, equipment, and insurance necessary to perform the Spring Seasonal Color rotation. Spring seasonal color are to be installed the month of April.

#### D. Flower Maintenance

The future Contractor will provide floricultural management to ensure seasonal color is maintained in a healthy, vigorous condition throughout their normal flowering period. The cost for this service is included with the cost of the flower installation and includes the following:

1. Deadheading and Pruning: Declining flowers and foliage will be removed each scheduled floricultural service visit. Plants will be pruned as needed to avoid plants from becoming leggy or unsightly; also, to maintain a consistent uniform mass.
2. Fertilization, Insect/Disease Control and Weed Control: Plants will be fertilized with a balanced fertilizer for flowers. All seasonal beds will be inspected and treated for any insect or disease related problems. Weeds will be controlled by mechanical, physical and chemical methods.

#### *Trash and Debris Removal*

All debris, sucker growth and debris shall be removed from curbs, sidewalks row and other areas that is maintained during each maintenance visit.

#### *Service Reporting*

After services rendered the Project Manager should submit a written report.

### **Georgia International Convention Center (GICC)**

#### A. Lawn Maintenance:

1. Lawns will be mowed weekly during the growing season (April 1- October 31, weather permitting)
2. Curbs and sidewalks will be edged two times per month during the growing season
3. All grass clippings will be blown from curbs and sidewalks after each mowing.

#### B. Shrub and Groundcover Pruning:

1. Shrubs that require shearing to maintain a formal appearance will be sheared five times during the growing season
2. Flowering shrubs will be pruned after blooming
3. Hand pruning of shrubs will include rejuvenation work on overgrown plants as needed to preserve the standard beauty that currently exist on the campus.

4. Groundcovers will be pruned to contain them within their borders
5. Standard pruning practices will be observed.

C. Weed Control:

1. Weeds will be controlled in bed areas by mechanical, physicals and chemical methods
2. Pre-emergent herbicides may be applied to bed areas
3. Certain plantings may not receive pre-emergent applications to avoid damage to the plant material

D. Fertilization:

1. Shrubs and groundcovers will be fertilized with a balanced fertilizer once in the Spring

E. Tree Pruning:

1. Trees, up to twelve feet in height, will be maintained such that no branches will overhang sidewalks and parking lot areas to include the Skye lot, Main lot and back dock up to eight feet from the ground
2. Trees located in natural areas shall be pruned only when their growth habit effects formal maintenance areas
3. All debris will be removed from the property
4. All sucker growth will be removed during regular visits
5. Trees above twelve feet in height will be pruned at an additional cost

*Growing Season Maintenance*

A. Lawn Maintenance:

1. Lawns will be mowed as needed during dormant season (October 1 – December 24, weather permitting)
2. Curbs and sidewalks will be edged two times per month
3. All grass clippings will be blown from curbs and sidewalks after each mowing

B. Shrub and Groundcover Pruning:

1. Hand pruning of shrubs will include rejuvenation work on plants as needed per management consultation with future contractor
2. Groundcovers will be pruned to contain them within their borders
3. Standard pruning practices will be observed

C. Weed Control:

1. Weeds will be controlled in bed areas by mechanical, physicals and chemical methods
2. Pre-emergent herbicides may be applied to bed areas

D. Tree Pruning:



1. Trees, up to twelve feet in height, will be maintained such that no branches will overhang sidewalks and parking areas up to eight feet from the ground
2. Trees located in natural areas shall be pruned only when their growth habit effects formal maintenance areas
3. All debris will be removed from the property
4. All sucker growth will be removed during regular visits
5. Trees above twelve feet in height will be pruned at an additional cost

E. Leaf Removal:

1. Leaves in turf areas will be mulched or blown with each mowing from October to November
2. Leaves in formally planted bed areas will be removed in bulk quantities four times from October through December as the season dictates.
3. If requested by management, supplemental leaf removal will be performed at an additional cost

*Seasonal Maintenance*

Fall

A. Lawn Maintenance

1. Lawns will be mowed as needed during dormant season (January 2- March 31, weather permitting)
2. Curbs and sidewalks will be edged as needed
3. All grass clippings will be blown from curbs and sidewalks after each mowing

B. Shrub and Groundcover Pruning

1. Shrubs that require shearing to maintain a formal appearance will be sheared five times during the growing season
2. Flowering shrubs will be pruned after blooming
3. Hand pruning of shrubs will include rejuvenation work on overgrown plants as needed
4. Groundcovers will be pruned to contain them within their borders
5. Standard pruning practices will be observed
6. Perennials will be cut back and pruned at the appropriate times (typically mid to late Winter unless otherwise requested by property management)

C. Weed Control

1. Weeds will be controlled in bed areas by mechanical, physicals and chemical methods
2. Pre-emergent herbicides may be applied to bed areas
3. Certain plantings may not receive pre-emergent applications to avoid damage to the plant material

D. Tree Pruning

1. Trees, up to twelve feet in height, will be maintained such that no branches will overhang sidewalks and parking areas to include the Skye lot, Main Parking lot and Loading dock areas up to eight feet from the ground
2. Trees located in natural areas shall be pruned only when their growth habit effects formal maintenance areas
3. All debris will be removed from the property
4. All sucker growth will be removed during regular visits
5. Trees above twelve feet in height will be pruned at an additional cost

#### E. Leaf Removal

1. Leaves in turf areas will be mulched or blown with each mowing from October to November
2. Leaves in formally planted bed areas will be removed in bulk quantities four times from October through December as the season dictates.
3. If requested by management, supplemental leaf removal will be performed at an additional cost

### Winter

#### A. Lawn Maintenance:

1. Lawns will be mowed as needed during dormant season (January 2- March 31, weather permitting)
2. Curbs and sidewalks will be edged as needed to include weed killing spray for main paver areas by guest entrances
3. All grass clippings will be blown from curbs and sidewalks after each mowing

#### B. Shrub and Groundcover Pruning:

1. Shrubs that require shearing to maintain a formal appearance will be sheared five times during the growing season
2. Flowering shrubs will be pruned after blooming
3. Hand pruning of shrubs will include rejuvenation work on plants
4. Groundcovers will be pruned to contain them within their borders
5. Standard pruning practices will be observed
6. Perennials will be cut back and pruned at the appropriate times (typically mid to late Winter unless otherwise requested by property management)

#### C. Weed Control:

1. Weeds will be controlled in bed areas by mechanical, physicals and chemical methods
2. Pre-emergent herbicides may be applied to bed areas
3. Certain plantings may not receive pre-emergent applications to avoid damage to the plant material

#### D. Tree Pruning:

1. Trees, up to twelve feet in height, will be maintained such that no branches will overhang sidewalks and parking areas up to eight feet from the ground

2. Trees located in natural areas shall be pruned only when their growth habit effects formal maintenance areas
3. All debris will be removed from the property
4. All sucker growth will be removed during regular visits
5. Trees above twelve feet in height will be pruned at an additional cost

### *Other Maintenance Items*

#### A. Pine straw

Pine straw and mulch applications are required twice each year to aid in moisture retention, weed control and for aesthetic purposes. Pine straw shall be installed to a uniform depth in all plant beds and tree rings. Mulch shall be pulled back from plant crowns and stems to avoid excessive moisture levels. Edges shall be neatly trenched. All resulting debris will be removed from site.

#### B. Fungicide Turf Round

1. Round 1 (Cool Season Turf)
2. Round 2 (Cool Season Turf)
3. Round 3 (Cool Season Turf)
4. Round 4 (Cool Season Turf)

#### C. Merit Drench

1. This insecticide is to be applied as needed when grubs and other insects attack Fescue and other types of grass on the campus.

#### D. Aerating & Overseed

1. Aeration and overseeding of lawn areas will be performed once in the Fall. Overseeding of cool season, turf will be performed using a Turf-Type Tall Fescue. Seed shall be applied at a rate of four (4) to five (5) pounds per 1,000 square feet. Starter Fertilizer will be applied at this time.

#### E. Irrigation Start Up

In early spring, a complete technical inspection of the irrigation system will be completely by future contractor. Once performed contractor will generate a written report for management.

1. Water will be turned on and piping systems will be inspected for leaks
2. Controller, valves and heads will be checked for proper operation and coverage
3. Down zones will be noted and a proposal for necessary repairs will be submitted.

#### F. Irrigation Shut Down

In Fall the irrigation systems will be shut off by the future contractor. Once the system is down, written notification should be provided to facility management.

1. Water supply will be turned off at meter and/or backflow prevention device

2. Irrigation system will be drained
3. Controller will be unplugged

#### A. Hardwood Mulch

The future contractor will furnish labor, tools, materials, equipment, and insurance necessary to perform this task. The future contractor will provide hardwood mulch management to ensure color is maintained in a healthy, vigorous condition throughout the year. The hardwood mulch will aid in moisture retention, weed control and for aesthetic purposes. The hardwood mulch shall be installed to a uniform depth in all beds and tree ring locations.

#### Maintenance of Beds:

1. Maintain the mulch beds by trimming/pulling weeds and maintaining the natural edging of the new mulch beds by trimming them vertically, rather than horizontally.
2. Rake your mulch or turn it over with gloved hands a few times per season to make sure it does not clump and prevent water from reaching the soil.
3. Break up large clumps and turn over the mulch to make sure it does not create a compressed layer on top of the soil.
4. Spread new mulch out over planting beds and containers so they are no more than 2 to 4 inches thick.
5. Clean up mulch so it is a few inches away from tree or shrub trunks.
6. Add new, fresh mulch as your existing mulch breaks down to make sure you have a consistent 2- to 4-inch layer.

#### Insect/Disease Control and Weed Control:

1. All mulch beds will be inspected and treated for any insect or disease related problems. Weeds will be controlled by mechanical, physical and chemical methods.

#### *Trash and Debris Removal*

All debris, sucker growth and debris shall be removed from curbs, sidewalks row and other areas that is maintained during each maintenance visit.

#### *Service Reporting*

After services rendered the Project Manager should submit a written report.

### **The Gateway Arena (Arena)**

#### *Growing Season Maintenance*

##### A. Lawn Maintenance

1. Lawns will be mowed weekly during the growing season (April 1- October 31, weather permitting)
2. Curbs and sidewalks will be edged two times per month during the growing season
3. All grass clippings will be blown from curbs and sidewalks after each mowing

## B. Shrub and Groundcover Pruning

1. Shrubs that require shearing to maintain a formal appearance will be sheared five times during the growing season
2. Flowering shrubs will be pruned after blooming
3. Hand pruning of shrubs will include rejuvenation work on plants as needed
4. Groundcovers will be pruned to contain them within their borders
5. Standard pruning practices will be observed

## C. Weed Control

1. Weeds will be controlled in bed areas by mechanical, physicals and chemical methods
2. Pre-emergent herbicides may be applied to bed areas
3. Certain plantings may not receive pre-emergent applications to avoid damage to the plant material

## D. Fertilization

Shrubs and groundcovers will be fertilized with a balanced fertilizer once in the Spring

## E. Tree Pruning

1. Trees, up to twelve feet in height, will be maintained such that no branches will overhang sidewalks and parking areas up to eight feet from the ground
2. Trees located in natural areas shall be pruned only when their growth habit effects formal maintenance areas

### *Trash and Debris Removal*

All debris, sucker growth and debris shall be removed from curbs, sidewalks row and other areas that is maintained during each maintenance visit.

### *Seasonal Maintenance*

#### Fall

##### A. Lawn Maintenance

1. Lawns will be mowed as needed during dormant season (October 1 – December 24, weather permitting)
2. Curbs and sidewalks will be edged two times per month
3. All grass clippings will be blown from curbs and sidewalks after each mowing

##### B. Shrub and Groundcover Pruning

1. Hand pruning of shrubs will include rejuvenation work on plants as needed
2. Groundcovers will be pruned to contain them within their borders
3. Standard pruning practices should be observed

##### C. Weed Control

1. Weeds will be controlled in bed areas by mechanical, physicals and chemical methods
2. Pre-emergent herbicides may be applied to bed areas

#### D. Tree Pruning

1. Trees, up to twelve feet in height, will be maintained such that no branches will overhang sidewalks and parking areas up to eight feet from the ground
2. Trees located in natural areas shall be pruned only when their growth habit effects formal maintenance areas
3. All debris will be removed from the property
4. All sucker growth will be removed during regular visits □

#### E. Leaf Removal

1. Leaves in turf areas will be mulched or blown with each mowing from October to November
2. Leaves in formally planted bed areas will be removed in bulk quantities four times from October through December as the season dictates.
3. If requested by management, supplemental leaf removal will be performed at an additional cost

### Winter

#### A. Lawn Maintenance:

1. Lawns will be mowed as needed during dormant season (January 2- March 31, weather permitting)
2. Curbs and sidewalks will be edged as needed
3. All grass clippings will be blown from curbs and sidewalks after each mowing

#### B. Shrub and Groundcover Pruning:

1. Shrubs that require shearing to maintain a formal appearance will be sheared five times during the growing season
2. Flowering shrubs will be pruned after blooming
3. Hand pruning of shrubs will include rejuvenation work on plants as needed
4. Groundcovers will be pruned to contain them within their borders
5. Standard pruning practices will be observed
6. Perennials will be cut back and pruned at the appropriate times (typically mid to late Winter unless otherwise requested by facility management)

#### C. Weed Control:

1. Weeds will be controlled in bed areas by mechanical, physicals and chemical methods
2. Pre-emergent herbicides may be applied to bed areas
3. Certain plantings may not receive pre-emergent applications to avoid damage to the plant material

#### D. Tree Pruning:

1. Trees, up to twelve feet in height, will be maintained such that no branches will overhang sidewalks and parking areas up to eight feet from the ground
2. Trees located in natural areas shall be pruned only when their growth habit effects formal maintenance areas
3. All debris will be removed from the property
4. All sucker growth will be removed during regular visits

### *Other Maintenance Items*

#### B. Fungicide Turf Round

1. Round 1 (Cool Season Turf)
2. Round 2 (Cool Season Turf)
3. Round 3 (Cool Season Turf)
4. Round 4 (Cool Season Turf)

#### C. Aerating & Overseed

1. Aeration and overseeding of lawn areas will be performed once in the Fall. Overseeding of cool season turf will be performed using a Turf-Type Tall Fescue. Seed shall be applied at a rate of four (4) to five (5) pounds per 1,000 square feet. Starter Fertilizer will be applied at this time.

#### D. Irrigation Start Up

In early spring, a complete technical inspection of the irrigation system will be completed.

1. Water will be turned on and piping systems will be inspected for leaks
2. Controller, valves and heads will be checked for proper operation and coverage
3. Down zones will be noted and a proposal for necessary repairs will be submitted to facility management.

#### E. Irrigation Shut Down

In Fall the irrigation systems will be shut off.

1. Water supply will be turned off at meter and/or backflow prevention device. Once the system is down, written notification should be provided to facility management.
2. Irrigation system will be drained
3. Controller will be unplugged

#### F. Hardwood Mulch

The future contractor will furnish labor, tools, materials, equipment, and insurance necessary to perform this task. The future contractor will provide hardwood mulch management to ensure color is maintained in a healthy, vigorous condition throughout the year. The hardwood mulch will aid in moisture retention, weed control and for aesthetic purposes. The hardwood mulch shall be installed to a uniform depth in all beds and tree ring locations.



### Maintenance of Beds:

1. Maintain the mulch beds by trimming/pulling weeds and maintaining the natural edging of the new mulch beds by trimming them vertically, rather than horizontally.
2. Rake your mulch or turn it over with gloved hands a few times per season to make sure it does not clump and prevent water from reaching the soil.
3. Break up large clumps and turn over the mulch to make sure it does not create a compressed layer on top of the soil.
4. Spread new mulch out over planting beds and containers so they are no more than 2 to 4 inches thick.
5. Clean up mulch so it is a few inches away from tree or shrub trunks.
6. Add new, fresh mulch as your existing mulch breaks down to make sure you have a consistent 2- to 4-inch layer.

### Insect/Disease Control and Weed Control:

1. All mulch beds will be inspected and treated for any insect or disease related problems. Weeds will be controlled by mechanical, physical and chemical methods.

### *Trash and Debris Removal*

All debris, sucker growth and debris shall be removed from curbs, sidewalks row and other areas that is maintained during each maintenance visit.

### *Service Reporting*

After services rendered the Project Manager should submit a written report.

### Detention Ponds

The City of College Park, in addition, has eight (8) detention ponds that require mowing maintenance on an as needed basis (estimated 4x yearly). The cut height shall be no higher than 6” when cut is made and fence(s) shall be maintained free of vegetation.

See the detention pond locations and square footage to be maintained. Provide cost per cut estimate next to each location.

	Location	Square Footage (sq. ft.)	Cost per Cut
1	Madison St. @ Princeton Ave.	46,000	
2	Princeton Ave. @ Myrtle St.	63,500	
3***	Princeton Ave. @ Adams St. (Outside FAA) (Slopes Only)	80,000	
	Inside FAA Ponds (2)	188,000	
4	Conley St. @ Harvard Ave. (Public Safety)	38,000	
5	Napoleon St @ John Wesley Ave	44,500	
6	Yale Ave. @ Conley Ave.	38,500	
7	Winthrop Rd. @ Hopewell Rd.	33,800	
8	GICC @ Camp Creek Pkwy	40,000	
		Grand total	

\*\*\* Middle of detention pond will need to cut (Weather Permitting/Access ability) 1x yearly

#### *Trash and Debris Removal*

All debris, sucker growth and debris shall be removed from curbs, sidewalks row and other areas that is maintained during each maintenance visit.

#### *Service Reporting*

After services rendered the Project Manager should submit a written report.



# CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

## REG SESSION AGENDA REQUEST

DOC ID: 8543

**DATE:** December 30, 2020

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Terrence R. Moore, City Manager

**FROM:** Michelle Alexander, City Planner

**RE:** Appointments for The Comprehensive Plan Steering Committee

**PURPOSE:** To make appointments for the Comprehensive Plan Steering Committee and to decide which elected official will serve as a part of the Committee.

**REASON:** The Comprehensive Plan update that was previously approved requires the appointment of a Steering Committee.

**RECOMMENDATION:** City Planner recommends that Council appoint the following members to the Steering Committee:

### Council Appointed Members

- Jay Shoates - Mayor Appointee
- Eileen Murphy - Ward 1 Appointee
- TBD - Ward 2 Appointee
- Gerald Catus - Ward 3 Appointee
- Selissa Jefferson - Ward 4 Appointee

### Recommended Additional Appointments

- One Elected Official (Required)
- Planning Commission Chair - Kaseem Ladipo
- BIDA Chair or representative
- Main Street Association Chair - Julian Nabaa

### Recommended Staff Appointments

- ARC staff assigned to the project - Anna Baggett, Mollie Bogle, Josh Phillipson
- City Planners - Michelle Alexander and Nikki Washington
- Airport Affairs Manager - Gary Young
- Economic Development representative - Tasha Hall-Garrison

**BACKGROUND:** One elected official is required to serve on the Committee. The Planning Commission and Board of Zoning Appeals will receive consistent updates throughout the process from the City Planner and can review materials and provide input. The Steering Committee provides an opportunity to have additional members from the community participate in the process.

The previous Comprehensive Plan Steering Committee:

- Mari Early - Principal, College Park Elementary School
- Dr. Lateshia Woodley - Principal, McClarin Success Academy
- Nija Meyer - Vice President for Strategic Marketing & Communications, Woodward Academy
- Tom Carpenter - College Park Main Street Association
- Barbara McKee - LIFT Community Development Corporation
- Don Winbush - Old National Merchants' Association
- Rev. Vicki Smith - College Park First United Methodist Church
- Pastor Marjorie Dent - Mercy Missionary Baptist Church
- Richard Pflieger - St. John's Episcopal Church
- Anthony Mitchell - Historic College Park Neighborhood Association
- Rod Mullice - Air Realty, LLC/Colliers International/Development Community
- Ambrose Clay - Ward 1 City Councilman
- Eileen Murphy - Ward 1 Planning Commissioner
- Andrea McDaniel - Ward 2 Board of Zoning Appeals Member
- Charles McCall - Ward 3 Board of Zoning Appeals Member
- Whitney Flemister - Ward 4 Planning Commissioner
- Rhonda Brown - At-Large Planning Commissioner
- Jeff Green - College Park Business & Industrial Development Authority (BIDA)

**COST TO CITY:** N/A

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:** January 4, 2021

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** N/A

**AFFECTED AGENCIES:** N/A

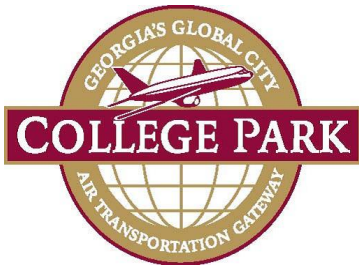
**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** N/A

**REQUIRED CHANGES TO WORK PROGRAMS:** N/A

**STAFF:** Planning

**Review:**

- Michelle Alexander      Completed      12/30/2020 9:38 AM
- Rosyline Robinson      Completed      12/30/2020 9:45 AM
- City Attorney's Office      Completed      12/30/2020 1:19 PM
- Mercedes Miller      Completed      12/30/2020 2:28 PM
- Mayor & City Council      Pending      01/04/2021 7:30 PM



# CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

## REG SESSION AGENDA REQUEST

DOC ID: 8531

**DATE:** December 31, 2020

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Shavala Moore, City Clerk

**RE:** Set and Publish Qualifying Fee for November 2, 2021 General Election

**PURPOSE:** To set and publish qualifying fees for the 2021 General Election for Wards 2 & 4 in the City's Legal Organ.

**REASON:** Pursuant to O.C.G.A. 21-2-131(a)(1)(A), the governing authority at least 35 days prior to the special primary or election in the case of a special primary or special election, shall fix and publish a qualifying fee for each municipal office to be filled in the upcoming primary or election. Such fee shall be 3 percent of the total gross salary of the office paid in the preceding calendar year including all supplements authorized by law if a salaried office.

2020 Salary (Ward 2 & Ward 4) - \$24,214.08 + Utility Credit \$2400.00 = \$28,540.52  
 Qualifying fee will be set at: \$798.42

**RECOMMENDATION:** Approval to set and publish qualifying fees.

**BACKGROUND:** O.C.G.A. 21-2-131.

**COST TO CITY:** Approximately \$350 for legal ad.

**BUDGETED ITEM:** Yes.

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:** January 4, 2021.

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** N/A

**AFFECTED AGENCIES:** City Clerk's Office

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** N/A

**REQUIRED CHANGES TO WORK PROGRAMS:** N/A

**STAFF:**

**ATTACHMENTS:**

- Notice to Set Qualifying Fees 11-2-2021 (DOCX)

**Review:**

- Shavala Moore Completed 12/28/2020 1:27 PM
- Rosyline Robinson Completed 12/30/2020 11:39 AM
- City Attorney's Office Completed 12/30/2020 2:29 PM
- Mercedes Miller Completed 12/31/2020 10:06 AM
- Mayor & City Council Pending 01/04/2021 7:30 PM



**CITY OF COLLEGE PARK  
NOTICE FOR SETTING QUALIFYING FEES FOR  
NOVEMBER 2, 2021 GENERAL ELECTION**

Pursuant to O.C.G.A. § 21-2-131 (a) (1) (A) notice is hereby given that the following qualifying fees were set by the City of College Park Mayor and Council in the January 4, 2021 regular council meeting:

Council, Ward 2	\$798.42
Council, Ward 4	\$798.42

Qualifying Dates for the offices listed above will begin: August 16-20, 2019, 8:30 a.m. until 4:30 p.m. (12:00 p.m. -1:00 p.m. allotted for lunch) in the Office of the City Clerk (*O.C.G.A. § 21-2-132 (c) (3) & SB 199*).

Shavala Moore  
Qualifying Officer  
City of College Park

Run: January 13, 2021



# CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

## REG SESSION AGENDA REQUEST

DOC ID: 8522

**DATE:** December 31, 2020

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Artie Jones, Director of Economic Development

**RE:** Clayton County Land Bank Authority Resolution

The City of College Park is currently a member of the Clayton County Land Bank Authority Board. A land bank authority is an entity created by the government or a nonprofit group to help manage and dispose of vacant properties, vacant land, or tax-delinquent properties so the vacant lots or abandoned property can be redeveloped for a better, more productive use.

As the land bank authority is currently organized, each City within Clayton County has two (2) board members that serve on the authority along with four (4) County representatives. The new resolution being proposed now provides the County with four (4) representatives on the board as well as each City within Clayton County receiving one (1) board member to serve on the board. There will be eleven (11) total board members on the Clayton County Land Bank Authority as the resolution is amended.

The Clayton County Board of Commissioners adopted a resolution 2020-202 in October 2020 amending the Clayton County Land Bank Authority. All Clayton County cities excluding the City of College Park and Riverdale have executed or agreed to execute a resolution amending the composition of the Clayton County Land Bank Authority.

Please find attached the resolution that Clayton County Board of Commissioners adopted in October 2020. Staff recommends that the City Council authorize Mayor Bianca Motley Broom to execute the attached resolution amending the composition of the Clayton County Land Bank Authority. It is also requested that the City Council make a formal appointment to the Clayton County Land Bank Authority. The current City of College Park representatives that are appointed to the Clayton County Land Bank Authority are City Manager Terrence Moore and Economic Development Director Artie Jones, III.

If you should have any questions, please do not hesitate to contact me.

**ATTACHMENTS:**

- RES 2020-202 Amend Land Bank Composition (PDF)
- CP- Land Bank Resolution (PDF)

**Review:**

- Artie Jones Completed 12/21/2020 4:17 PM
- Rosyline Robinson Completed 12/23/2020 3:03 PM
- City Attorney's Office Completed 12/30/2020 5:13 PM
- Mercedes Miller Completed 12/31/2020 8:42 AM
- Mayor & City Council Pending 01/04/2021 7:30 PM

STATE OF GEORGIA

COUNTY OF CLAYTON

RESOLUTION 2020-202

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CLAYTON COUNTY, GEORGIA AMENDING THE COMPOSITION OF THE CLAYTON COUNTY LAND BANK; TO PROVIDE ADDRESSES WHERE NOTICE SHOULD BE SENT; TO PROVIDE AN EFFECTIVE DATE OF THIS RESOLUTION; AND FOR OTHER PURPOSES.

WHEREAS, O.C.G.A. § 48-4-100 et seq. of the Official Code of Georgia Annotated (“the Land Bank Act”) permits any county or counties and at least one city located in each participating county to enter into an agreement establishing a land bank, the purpose of which would be to acquire tax delinquent and other properties in order to foster the public purpose of returning property which is non-revenue generating and non-tax producing to an effective utilization status in order to provide housing, new industry and jobs for the citizens of the State of Georgia; and

WHEREAS, in 2014, Clayton County (“the County”) and the City of Forest Park exercised their authority pursuant to the Land Bank Act to create a land bank through Resolution 2014-83; and

WHEREAS, between 2014 and 2017, the City of College Park agreed to become a part of the land bank; and

WHEREAS in 2017, the County, the City of Forest Park and the City of College Park agreed to amend Section 4.01 of Resolution 2014-83 to add a notice requirement upon acquisition of land by the land bank through Resolution 2017-27; and

WHEREAS, the County desires to add to the Land Bank a representative appointed by the City of Morrow, the City of Lovejoy, the City of Riverdale, the City of Jonesboro,

and the City of Lake City (collectively, with the Cities of Forest Park and College Park, referred to as “the Municipalities”); and

WHEREAS, the County adopted Resolution 2020-32 to amend the composition of the Land Bank to add members of the municipalities; and

WHEREAS, the County desires to set forth amended terms of offices for each of the previously approved terms of office under Resolution 2020-32; and

WHEREAS, the County and the Municipalities (hereinafter "the Parties"), herein reaffirm that the establishment of a land bank would be beneficial to the citizens and governments of and located within unincorporated Clayton County and the Municipalities;

WHEREAS, the Parties re-affirm the Clayton County Land Bank as a public body corporate and politic within the State of Georgia to exercise the powers, duties, functions, and responsibilities of a land bank under the Land Bank Act;

WHEREAS , the Parties re-affirm the desire to establish the Clayton County Land Bank for the health, safety and benefit of the citizens of Clayton County and the Municipalities.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF CLAYTON COUNTY AND THE CITY COUNCIL OF EACH MUNICIPALITY, AND

IT IS HEREBY RESOLVED THAT THE CLAYTON COUNTY LAND BANK BE

AMENDED ON THE FOLLOWING TERMS AND CONDITIONS:

Section 1: Article II Section 2.01 of Resolution 2014-83 establishing the Clayton County Land Bank is hereby deleted in its entirety and a new Section 2.01 is inserted as follows:

Section 2.01. Board Composition. The Land Bank shall be governed by a Board of Directors that shall be appointed within ninety (90) calendar days of the Effective Date. Each

member shall serve at the pleasure of the appointing Party and shall serve without compensation. The members shall be residents of their respective appointing Parties and may be employees of the Parties. The members shall be persons who have at least five (5) years of experience or education in urban planning, community development, real estate, law, finance, or related areas. The requisite five (5) years of experience may be satisfied by a combination of experience and education.

The Board shall consist of the following members:

- (a) Four (4) members appointed by the Board of Commissioners of Clayton County for the term limits as set forth herein:
  - (1) Latrevia Kates, term expires April 15, 2024;
  - (2) Latrice Mitchell, term expires April 15, 2022;
  - (3) Rodney Tookes, term expires April 15, 2022; and
  - (4) \_\_\_\_\_, term expires April 15, 2024.
- (b) One (1) member appointed by the City of Forest Park, which will serve until April 21, 2022;
- (c) One (1) member appointed by the City of Morrow, which will serve until April 21, 2023;
- (d) One (1) member appointed by the City of Lovejoy, which will serve until April 21, 2022;
- (e) One (1) member appointed by the City of Jonesboro, which will serve until April 21, 2024;
- (f) One (1) member appointed by the City of Riverdale, which will serve until April 21, 2022;
- (g) One (1) member appointed by the City of Lake City, which will serve until

April 21, 2022; and

- (h) One (1) member appointed by the City of College Park, which will serve until April 2023.

Section 2. Article VIII Section 8.01 of Resolution 2014-83 establishing the Clayton County Land Bank is hereby deleted in its entirety and a new Section 8.01 is inserted as follows:

Section 8.01. Notices. Any and all correspondence or notices required, permitted or provided for under this Resolution to be delivered to any Party shall be sent to that Party by first-class mail. All such written notices, including any notice of withdrawal under Article VII, shall be sent to each other Party's signatory, or that signatory's successor. All correspondence shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the United States Postal Service. Any notice of withdrawal shall be sent via certified mail, return receipt requested. Notices to Clayton County shall be sent to: Clayton County Board of Commissioners, 112 Smith St., Jonesboro, Georgia, 30236. Notices to the City of Forest Park shall be sent to: City of Forest Park, 745 Forest Parkway, Forest Park, GA 30297. Notices to the City of Jonesboro shall be sent to: City of Jonesboro, 124 North Avenue, Jonesboro, GA 30236. Notices to the City of College Park shall be sent to: City of College Park, 3667 Main Street, College Park, GA 30337. Notices to the City of Lovejoy shall be sent to: City of Lovejoy, 2491 Lovejoy Road, Lovejoy, GA 30250. Notices to the City of Lake City shall be sent to: City of Lake City, 5535 North Parkway, Lake City, GA 30260. Notices to the City of Riverdale shall be sent to: City of Riverdale, 6690 Church Street, Riverdale, GA 30274. Notices to the City of Morrow shall be sent to: City of Morrow, 1500 Morrow Road, Morrow, GA 30260. Notices to the Land Bank shall be sent to the Land Bank Principal Office. All



notices sent to the Parties to the Land Bank shall be binding unless said address is changed in writing.

Section 3. All other terms and conditions of Resolution 2014-83 as amended by Resolution 2017-27 remain in effect.

Section 4. This Resolution shall become effective immediately upon approval by the Board of Commissioners and all Land Bank members.

SO RESOLVED, this \_\_\_\_ day of October, 2020

**CLAYTON COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
JEFFREY E. TURNER, CHAIRMAN

\_\_\_\_\_  
DEMONT DAVIS, VICE CHAIRMAN

\_\_\_\_\_  
SONNA GREGORY, COMMISSIONER

\_\_\_\_\_  
GAIL HAMBRICK, COMMISSIONER

\_\_\_\_\_  
FELICIA FRANKLIN-WARNER, COMMISSIONER

ATTEST:

\_\_\_\_\_  
BRENDA B. JAMES, CLERK

**STATE OF GEORGIA**

**CITY OF COLLEGE PARK**

**RESOLUTION NO. 2021-01**

1 A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE  
2 PARK, GEORGIA TO AMEND THE COMPOSITION OF THE CLAYTON COUNTY LAND  
3 BANK BOARD; TO FORMALLY APPOINT A CITY OF COLLEGE PARK  
4 REPRESENTATIVE TO THE BOARD; TO PROVIDE AN EFFECTIVE DATE; AND FOR  
5 OTHER PURPOSES.

6 **WHEREAS**, O.C.G.A. § 48-4-100 et seq. of the Official Code of Georgia Annotated  
7 (“the Land Bank Act”) permits any county or counties and at least one city located in each  
8 participating county to enter into an agreement establishing a land bank, the purpose of which  
9 would be to acquire tax delinquent and other properties in order to foster the public purpose of  
10 returning property which is non-revenue generating and non-tax producing to an effective  
11 utilization status in order to provide housing, new industry and jobs for the citizens of the State  
12 of Georgia; and

13 **WHEREAS**, in 2014, Clayton County (“the County”) and the City of Forest Park  
14 exercised their authority pursuant to the Land Bank Act to create a land bank; and

15 **WHEREAS**, between 2014 and 2017, the City of College Park agreed to become a part  
16 of the land bank; and

17 **WHEREAS** in 2017, the County, the City of Forest Park and the City of College Park  
18 agreed to amend Section 4.01 of Resolution 2014-83 to add a notice requirement upon acquisition  
19 of land by the land bank through Resolution 2017-27; and

20 **WHEREAS**, the City of Morrow, the City of Lovejoy, the City of Riverdale, the City

21 of Jonesboro, and the City of Lake City have since joined the land bank; and

22 **WHEREAS**, as the land bank is currently organized, each municipality within the  
23 County has two (2) board members that serve on the land bank, along with four (4) County  
24 representatives; and

25 **WHEREAS**, in October 2020, the County adopted Resolution 2020-202, to amend the  
26 composition of the board and set forth amended terms of office;

27 **WHEREAS**, the duly elected governing authority of the City of College Park, Georgia  
28 is the Mayor and Council thereof; and

29 **WHEREAS**, the Mayor and Council desire to approve the amendments provided in  
30 County Resolution 2020-202; and

31 **WHEREAS**, the City of College Park hereby reaffirms that the establishment of a land  
32 bank would be beneficial to the citizens and governments of and located within unincorporated  
33 Clayton County and the Municipalities; and

34 **WHEREAS**, the City of College Park reaffirms that the Clayton County Land Bank is  
35 a public body corporate and politic within the State of Georgia authorized to exercise the  
36 powers, duties, functions, and responsibilities of a land bank under the Land Bank Act; and

37 **WHEREAS**, the City of College Park reaffirms the desire to establish the Clayton  
38 County Land Bank for the health, safety, and benefit of the citizens of the City of College Park,  
39 the County, and member municipalities.

40 **BE IT AND IT IS HEREBY RESOLVED** by the Mayor and Council of the City of  
41 College Park, Georgia, and by the authority thereof that:

42 **Section 1.** The Clayton County Land Bank shall be amended pursuant to the terms and  
43 conditions provided in County Resolution 2020-202, attached hereto and incorporated by  
44 reference herein as **Exhibit A.**

45           **Section 2.** The Mayor and Council hereby appoint \_\_\_\_\_ to serve on  
46 the Clayton County Land Bank Authority as the City of College Park’s representative, who will  
47 serve until April 21, 2023.

48           **Section 3.** The preamble of this Resolution shall be considered to be and is hereby  
49 incorporated by reference as if fully set out herein.

50           **Section 4.** (a) It is hereby declared to be the intention of the Mayor and Council that all  
51 sections, paragraphs, sentences, clauses and phrases of this Resolution are or were, upon their  
52 enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

53           (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest  
54 extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this  
55 Resolution is severable from every other section, paragraph, sentence, clause or phrase of this  
56 Resolution. It is hereby further declared to be the intention of the Mayor and Council that, to the  
57 greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Resolution  
58 is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this  
59 Resolution.

60           (c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution  
61 shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable  
62 by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of  
63 the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the  
64 greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any  
65 of the remaining phrases, clauses, sentences, paragraphs or sections of the Resolution and that, to  
66 the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and  
67 sections of the Resolution shall remain valid, constitutional, enforceable, and of full force and

68 effect.

69 **Section 5.** All resolutions and parts of resolutions in conflict herewith are hereby expressly  
70 repealed.

71 **Section 6.** The effective date of this Resolution shall be the date of adoption unless  
72 otherwise specified herein.

**RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF COLLEGE PARK, GEORGIA**

\_\_\_\_\_  
**Bianca Motley Broom, Mayor**

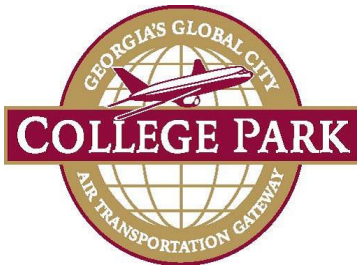
**ATTEST:**

\_\_\_\_\_  
**Shavala Moore, City Clerk**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**EXHIBIT A**  
**CLAYTON COUNTY RESOLUTION NO. 2020-202**



# CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

## REG SESSION AGENDA REQUEST

DOC ID: 8537

**DATE:** December 30, 2020

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Willis Moody, Purchasing & Fleet Administrator

**RE:** Formal Declaration of Surplus Vehicles

**PURPOSE:** The Purchasing and Fleet Division of the Department of Finance and Accounting assembled a list of surplus vehicles update the City's surplus vehicle inventory, please find attached an inventory list for formal declaration as noted.

Due to an infestation of insects and rodents inside the Sanitation vehicles, the vehicles have been auctioned, funds collected and the vehicles removed from the City.

The surplus vehicles listed are being recommended to be removed from the City's vehicle asset listings.

### ATTACHMENTS:

- Notification of Surplus Property Form (2021) (PDF)
- Surplus Vehicle or Property Ending Report (P.W. Sanitation) (PDF)
- Surplus Vehicle or Property Ending Report (Police) (PDF)

### Review:

- Willis Moody Completed 12/23/2020 2:50 PM
- Rosyline Robinson Completed 12/29/2020 12:01 PM
- Althea Philord-Bradley Completed 12/29/2020 12:03 PM
- Mercedes Miller Completed 12/30/2020 12:01 PM
- Mayor & City Council Pending 01/04/2021 7:30 PM



# CITY OF COLLEGE PARK

PO BOX 87137 • COLLEGE PARK, GA 30337 • (404) 767-1537

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## AGENDA MEMORANDUM

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DATE: December 23, 2020

TO: The Honorable Mayor and Members of City Council

FROM: Willis Moody, Purchasing & Fleet Administrator

SUBJECT: Formal Declaration of Surplus Vehicles

The Purchasing and Fleet Division of the Department of Finance and Accounting assembled a list of surplus vehicles update the City's surplus vehicle inventory, please find attached an inventory list for formal declaration as noted.

Due to an infestation of insects and rodents inside the Sanitation vehicles, these vehicles have been auctioned, funds collected and the vehicles removed from the City.

<b>Inventory ID</b>	<b>Description</b>	<b>VIN/Serial</b>	<b>Sold Amount</b>
Unit 448	2010 Autocar ACX Xpeditior	5VCACLLE2AH210660	\$12,500.00
Unit 450	2010 Autocar ACX Xpeditior	5VCACLLE4AH210661	\$14,300.00
Unit 475	2002 Freightliner FL80	1FVHBXAK62HJ60348	\$2,026.00
Unit 476	2004 Freightliner M2	1FVHBXAK44DM78656	\$3,383.00
			<b><u>\$32,209.00</u></b>

The surplus vehicles listed are being recommended to be removed from the City's vehicle asset listings.



City of College Park  
Surplus Vehicle/Property Ending Report

Date: December 23, 2020

Dept: Public Works Department (Sanitation)

To: Purchasing/Fleet Administrator

This notice is hereby given that the following item(s) of equipment and/or material(s) will be declared surplus in this department. Disposition is being requested as of the date above.

	<u>Property /Unit #</u>	<u>Description</u> <i>(make, model, serial, VIN)</i>	<u>Code</u>	<u>Location</u>	<u>Ending Mileage</u>	<u>Running Y/N</u>	<u>Any (major/minor) mechanical issues?</u> <u>Note</u>
1	448	2010 Autocar ACX Xpeditor VIN #5VCACLE2AH210660	4	2233 Harvard Ave College Park	92,883	N	Unable to get parts for Natural Gas truck, rodents inside (non-operational) parked vehicle
2	450	2010 Autocar ACX Xpeditor VIN #5VCACLE2AH210661	4	2233 Harvard Ave College Park	84,190	N	Unable to get parts for Natural Gas truck, rodents inside (non-operational) parked vehicle
3	475	2002 Freightliner FL80 VIN #1FVHBXAK62HJ60348	4	2233 Harvard Ave College Park	127,950	N	Unable to get parts for Natural Gas truck, rodents inside (non-operational) parked vehicle
4	476	2004 Freightliner M2 VIN #1FVHBXAK44DM78656	4	2233 Harvard Ave College Park	137,565	N	Unable to get parts for Natural Gas truck, rodents inside (non-operational) parked vehicle
5							

Disposition Codes:

1. Transfer to other department – 2. Sold as scrap – 3. To be sold as usable equipment – 4. To be sold “As Is” – 5. Trade-in for purchase of new equipment – 6. Other reason for disposition (brief explanation): \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

City of College Park  
Surplus Vehicle/Property Ending Report

Date: December 23, 2020

Dept: Police Department

To: Purchasing/Fleet Administrator

This notice is hereby given that the following item(s) of equipment and/or material(s) will be declared surplus in this department. Disposition is being requested as of the date above.

	<u>Property /Unit #</u>	<u>Description</u> <i>(make, model, serial, VIN)</i>	<u>Code</u>	<u>Location</u>	<u>Ending Mileage</u>	<u>Running Y/N</u>	<u>Any (major/minor) mechanical issues?</u> <u>Note</u>
1	616	2011 Ford Crown Victoria 2FAFP71V98X125509	2	Hill's Collision Newnan, GA	71,038	N	Motor has been replaced before and will not start at this time.

Disposition Codes:

1. Transfer to other department – 2. Sold as scrap – 3. To be sold as usable equipment – 4. To be sold “As Is” – 5. Trade-in for purchase of new equipment – 6. Other reason for disposition (brief explanation): \_\_\_\_\_

Department Head Signature: \_\_\_\_\_



# CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

## REG SESSION AGENDA REQUEST

DOC ID: 8545

**DATE:** December 31, 2020

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Shavala Moore, City Clerk

**RE:** Procedures for Citizen Remarks at Mayor & City Council Meetings

**PURPOSE:** To adopt rules of order and procedures during the Citizen Remarks portion of the Mayor and City Council Meeting.

**REASON:** Currently, the Mayor and City Council allows citizens to yield or donate time to other speakers. This is disruptive at times and discourages the ability to conduct an efficient meeting.

**RECOMMENDATION:** Adoption of Resolution, which outlines rules and procedures to include the following update: (1) Not exceed 9-minutes on one specific topic. (2) Designate up to 6-minutes of time to be donated to another speaker (3) Allow the City Clerk to designate the cut-off time to receive public comments (4) Allow 1-minute for individuals to speak who did not sign in before the cut-off time. This 1-minute cannot be donated to another speaker. Up to 5 speakers will be allowed to utilize the 1-minute speaking. If the individual signed in to speak, they cannot request to use the 1-minute for additional commenting.

### BACKGROUND:

**COST TO CITY:** \$0.00

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:** January 4, 2021

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** N/A

**AFFECTED AGENCIES:** N/A

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:****STAFF:****ATTACHMENTS:**

- 2016-09\_Public Comments (PDF)
- 2021-02 Resolution Amendment re Public Comments (PDF)

**Review:**

- Shavala Moore Completed 12/28/2020 1:52 PM
- Rosyline Robinson Completed 12/29/2020 5:17 PM
- City Attorney's Office Completed 12/31/2020 10:43 AM
- Mercedes Miller Completed 12/31/2020 11:25 AM
- Mayor & City Council Pending 01/04/2021 7:30 PM

1 **STATE OF GEORGIA**

2 **CITY OF COLLEGE PARK**

3

4

**RESOLUTION 2016-09**

5 A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE  
6 PARK, GEORGIA ADOPTING RULES OF ORDER AND PROCEDURE FOR THE CITIZEN  
7 REMARKS SECTION OF THE MAYOR AND CITY COUNCIL MEETINGS.

8 **WHEREAS**, the governing authority of the City of College Park, Georgia (“City”) is the  
9 Mayor and Council thereof; and

10 **WHEREAS**, the City is constantly in pursuit of efficient and effective processes for  
11 conducting its meetings; and

12 **WHEREAS**, the City has determined that its processes regarding citizen remarks should  
13 be revised to ensure maximum productivity, while also ensuring the receipt of constructive  
14 community feedback; and

15 **WHEREAS**, the processes contained herein would benefit the health, safety, morals and  
16 welfare of the citizens of the City.

17 **BE IT AND IT IS HEREBY RESOLVED** by the Mayor and Council of the City of  
18 College Park, Georgia, and by the authority thereof:

19 **Section 1:** The following procedures regarding receipt of the Mayor and Council of  
20 citizen remarks are hereby adopted:

21

- 22 1. Only during the “Citizen Remarks” portion of the Regular Meeting of the City Council,  
23 citizens may voice City-related concerns and opinions.
- 24 2. The Citizen Remarks portion of the Regular Meeting will not exceed thirty (30) minutes.
- 25 3. Each member of the public who wishes to speak at a Regular Meeting must sign the  
26 Citizen Remarks Sign-In Sheet (“Sign-In Sheet”), prior to the commencement of the  
27 Citizen Remarks portion of the Regular Meeting.
- 28 4. The Sign-In Sheet will be created and amended, from time to time, by the City Clerk.
- 29 5. The Sign-In Sheet will be available prior to the Regular Meeting during normal business  
30 hours and on the day of a Regular Meeting at the entryway podium in Council Chambers.  
31 The City Clerk will retrieve the Sign-In Sheet immediately prior to the commencement of  
32 the Citizen Remarks portion of the Regular Meeting.
- 33 6. During the Citizen Remarks portion of the Regular Meeting, the City Clerk will call, in  
34 order of signature, each name listed on the Sign-In Sheet.
- 35 7. Members of the public who signed the Sign-In Sheet and are called by the City Clerk to  
36 speak are granted up to three (3) minutes each to provide citizen remarks.
- 37 8. Members of the public who signed the Sign-In Sheet but are not present within Council  
38 chambers at the time that their names are called, their names will be called again, time  
39 permitting, after the last speaker has completed his or her remarks.
- 40 9. Members of the public who signed the Sign-In Sheet who are called by the City Clerk to  
41 speak may donate time to another speaker; however, in no event shall the duration of time  
42 allotted to one speaker (including donated time) exceed nine (9) minutes.
- 43 10. If any member of the public is not able to speak due to time limitations, or for other  
44 reasons, he or she will be given the right to speak first during the Citizen Remarks  
45 portion of a subsequent meeting.

- 46 11. If any time remains within the Citizen Remarks portion of the Regular Meeting, members  
 47 of the public who wish to speak will be allowed to speak upon recognition by the City  
 48 Clerk.  
 49 12. If certain subject matter requires an action from Mayor and City Council, citizens should  
 50 contact the City Manager's Office to have such item properly placed on the Mayor and  
 51 Council agenda.

52  
 53 **Section 2.** The preamble of this Resolution shall be considered to be and is hereby  
 54 incorporated by reference as if fully set out herein.

55 **Section 3.** (a) It is hereby declared to be the intention of the Mayor and Council that all  
 56 sections, paragraphs, sentences, clauses and phrases of this Resolution are or were, upon their  
 57 enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

58 (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest  
 59 extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this  
 60 Resolution is severable from every other section, paragraph, sentence, clause or phrase of this  
 61 Resolution. It is hereby further declared to be the intention of the Mayor and Council that, to the  
 62 greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this  
 63 Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase  
 64 of this Resolution.

65 (c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution  
 66 shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise  
 67 unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the  
 68 express intent of the Mayor and Council that such invalidity, unconstitutionality or  
 69 unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional  
 70 or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or  
 71 sections of the Resolution and that, to the greatest extent allowed by law, all remaining phrases,  
 72 clauses, sentences, paragraphs and sections of the Resolution shall remain valid, constitutional,  
 73 enforceable, and of full force and effect.

74 **Section 4.** All resolutions and parts of resolutions in conflict herewith are hereby  
 75 expressly repealed.

76 **Section 5.** Penalties in effect for violations of Chapter 1 of the Code of Ordinances, City  
 77 of College Park, Georgia at the time of the effective date of this Resolution shall be and are  
 78 hereby made applicable to this Resolution and shall remain in full force and effect.

79 **Section 6.** The effective date of this Resolution shall be the date of adoption unless  
 80 otherwise specified herein.

81           **RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

82   **CITY OF COLLEGE PARK, GEORGIA**

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\_\_\_\_\_  
**Jack P. Longino, Mayor**

87   **ATTEST:**

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90   \_\_\_\_\_  
**Melissa Brooks, City Clerk**

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93   **APPROVED AS TO FORM:**

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96   \_\_\_\_\_  
**Steven Fincher, City Attorney**

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**STATE OF GEORGIA****CITY OF COLLEGE PARK****RESOLUTION NO. 2021-02**

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE PARK, GEORGIA TO ADOPT AMENDED RULES OF ORDER AND PROCEDURES FOR THE CITIZEN REMARKS SECTION OF CITY COUNCIL MEETINGS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**WHEREAS**, the duly elected governing authority of the City of College Park, Georgia is the Mayor and Council thereof; and

**WHEREAS**, the City is constantly in pursuit of efficient and effective processes for conducting its meetings; and

**WHEREAS**, the City has determined that its processes regarding citizen remarks should be revised to ensure maximum productivity, while also ensuring the receipt of constructive community feedback; and

**WHEREAS**, the processes contained herein would benefit the health, safety, morals and welfare of the citizens of the City.

**BE IT AND IT IS HEREBY RESOLVED** by the Mayor and Council of the City of College Park, Georgia, and by the authority thereof that:

**Section 1.** The following procedures regarding receipt of the Mayor and Council of citizen remarks are hereby adopted:

1. Only during the “Citizen Remarks” portion of the Regular Meeting of the City Council, citizens may voice City-related concerns and opinions.

2. The Citizen Remarks portion of the Regular Meeting will not exceed thirty (30)



minutes.

3. Each member of the public who wishes to speak at a Regular Meeting must sign the Citizen Remarks Sign-In Sheet (“Sign-In Sheet”).

a. During virtual City Council Meetings, citizens can submit a comment or request to speak virtually by emailing their name, address and comment/remark to [pcomment@collegetparkga.com](mailto:pcomment@collegetparkga.com) until such cut-off time as designated by the City Clerk.

4. The Sign-In Sheet will be created and amended, from time to time, by the City Clerk.

5. The Sign-In Sheet will be available prior to the Regular Meeting during normal business hours and on the day of a Regular Meeting at the entryway podium in Council Chambers, until such cut-off time as designated by the City Clerk.

6. During the Citizen Remarks portion of the Regular Meeting, the City Clerk will call, in order of signature, each name listed on the Sign-In Sheet.

7. Members of the public who signed the Sign-In Sheet and are called by the City Clerk to speak are granted up to three (3) minutes each to provide citizen remarks.

8. Members of the Public who were unable to sign the Sign-In Sheet before the cut-off time may be granted one (1) minute to provide citizen remarks; provided, however, that not more than five (5) speakers shall be permitted to give remarks and such one (1) minute of time shall not be donated to another speaker.

9. Members of the public who signed the Sign-In Sheet but are not present within Council chambers at the time that their names are called, their names will be called again, time permitting, after the last speaker has completed his or her remarks.

10. Members of the public who signed the Sign-In Sheet who are called by the City

Clerk to speak may donate time to another speaker; however, in no event shall the total duration of time allotted to one speaker (including donated time) exceed nine (9) minutes.

11. If any member of the public is not able to speak due to time limitations, or for other reasons, he or she will be given the right to speak first during the Citizen Remarks portion of a subsequent meeting.

12. If any time remains within the Citizen Remarks portion of the Regular Meeting, members of the public who wish to speak will be allowed to speak upon recognition by the City Clerk.

13. If certain subject matter requires an action from Mayor and City Council, citizens should contact the City Manager's Office to have such item properly placed on the Mayor and Council agenda; however, in no event shall the total duration of time allotted to one specific topic exceed nine (9) minutes.

**Section 2.** The preamble of this Resolution shall be considered to be and is hereby incorporated by reference as if fully set out herein.

**Section 3.** (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Resolution are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase of this Resolution. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Resolution and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Resolution shall remain valid, constitutional, enforceable, and of full force and effect.

**Section 4.** All resolutions and parts of resolutions in conflict herewith are hereby expressly repealed.

**Section 5.** The effective date of this Resolution shall be the date of adoption unless otherwise specified herein.

**RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF COLLEGE PARK, GEORGIA**

\_\_\_\_\_  
**Bianca Motley Broom, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Shavala Moore, City Clerk**

**APPROVED AS TO FORM:**

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City Attorney